

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

MARK AND AMBER FESSLER,	§	Civil Action File No.
ANDREW HOCKER, KEVIN RUESS,	§	4:17-cv-00001
MATTHEW CARRERAS, CHARLES AND	§	
MICHELLE HANDLY, AARON AND	§	Hon. Judge Amos Mazzant/
STACEY STONE, and DANIEL AND	§	Hon. Magistrate Judge Priest-Johnson
SHARON SOUSA, on Behalf of Themselves and	§	
Those Similarly Situated	§	
<i>Plaintiffs</i>	§	
	§	Jury Trial Demanded
v.	§	
	§	
PORCELANA CORONA DE MÉXICO, S.A.	§	
DE C.V f/k/a SANITARIOS LAMOSA S.A.	§	
DE C.V.a/k/a Vortens	§	MASTER INDEX
<i>Defendant.</i>	§	

**MASTER LODESTAR SPREADSHEET SUMMARY
SEGREGATED HOURS**

Time Keeper	Rate	Hours	Total Lodestar
N. Scott Carpenter	\$695	80.90	\$56,225.50
Rebecca Bell-Stanton	\$675	257.10	\$173,542.50
<i>Segregated Base Lodestar Fee</i>			<i>\$229,768.00</i>

This Spreadsheet presumes award without reduction in Cause No. 4:19-cv-00248. In the event the Court holds segregation or reduction in the pending prior application is appropriate, Class Counsel respectfully reserves the right to see leave to amend this Lodestar Request.

Invoice

FROM:
Carpenter &
Schumacher, P.C.

TO:
Vortens

Monterrey, Nuevo de Leon
55555
(214) 346-3737

Inv. Number	Remaining Claims 17-
Matter	Remaining Claims
Date of Issue	Jan 17, 2020
Terms	None

FEES & EXPENSES

DATE		DESCRIPTION	RATE	TOTAL
08/09/17 Rebecca Bell-Stanton	Fee	DR Interrogatory Memo Outline for clients' re: PLs' initial ROG responses L310: Written Discovery, A106: Communicate (with client)	\$675.00 x 1.90	\$1,282.50
10/12/17 Rebecca Bell-Stanton	Fee	TCF Stone re: tank failure and class action representative request L110: Fact Investigation/Development, A106: Communicate (with client)	\$675.00 x 0.60	\$405.00
11/01/17 Rebecca Bell-Stanton	Fee	TCF Daniel Sousa re: fracture event and request for rep inclusion (0.7); Receipt and initial review of photos and damage documents from Sousa and determine rep adequacy (0.6); Receipt and initial review of photos and damage documents from Sousa and determine rep adequacy (0.7) L110: Fact Investigation/Development, A106: Communicate (with client)	\$675.00 x 2.00	\$1,350.00
12/04/17 Rebecca Bell-Stanton	Fee	Strategy and Analysis/Conference - CMP on Fessler, Sousa and Stone Orton samples for absorption and addition of DF testing requests L120: Analysis/Strategy, A106: Communicate (with client)	\$675.00 x 1.80	\$1,215.00
12/04/17 Scott Carpenter	Fee	Strategy and Analysis/Conference - CMP on Fessler, Sousa and Stone Orton samples for absorption and addition of DF testing requests L120: Analysis/Strategy, A106: Communicate (with client)	\$695.00 x 1.80	\$1,251.00
01/22/18 Scott Carpenter	Fee	Receipt and Initial review DF 1ST ROGS AND RFP TO SOUSA and compare same to prior discovery requests served on PLs (0.9); RR of RFPs to Stone and Handly and compare same to Sousa RFPs for purpose of uniformity (0.7); RR of ROGS to Stone and Handly and compare same to Sousa RFPs for purpose of uniformity (0.4) L310: Written Discovery, A104: Review/Analyze	\$695.00 x 2.00	\$1,390.00
01/22/18 Rebecca Bell-Stanton	Fee	Preliminary Research into applicable objections for discovery requests served on new PL class reps (Sousa, Stone, Handly) -- ROGS and RFP L310: Written Discovery, A102: Research	\$675.00 x 1.20	\$810.00
02/16/18 Rebecca Bell-Stanton	Fee	Comm with Client Sousa re: forwarding discovery requests for review and changes (0.9); Comm with Client Stone re: forwarding discovery requests for review and changes (0.2); TCF Client Sousa with questions re: discovery responses (0.5) L310: Written Discovery, A106: Communicate (with client)	\$675.00 x 1.60	\$1,080.00
02/20/18 Rebecca Bell-Stanton	Fee	Comm with Client Sousa re: answers to Interrogatories L310: Written Discovery, A106: Communicate (with client)	\$675.00 x 0.70	\$472.50

DATE	DESCRIPTION	12566	RATE	TOTAL
03/06/18 Rebecca Bell-Stanton	Fee	TCT Client Stone re: review of all discovery responses and documents (0.9); Finalize all objections and responses to Stone discovery (1.6); RR of Stone verification, confirm redactions, and prepare documents for production (0.7); TCT Client Sousa re: review of all discovery responses and documents (0.9) Finalize all objections and responses to Sousa discovery (0.8); RR Sousa verification, confirm final doc redactions (0.3) L310: Written Discovery, A103: Draft/Revise	\$675.00 x 5.20	\$3,510.00
04/17/18 Rebecca Bell-Stanton	Fee	TCT client Sousa re: outline of Declaration, consistency with discovery responses L260: Class Action Certification and Notice, A106: Communicate (with client)	\$675.00 x 0.30	\$202.50
04/19/18 Scott Carpenter	Fee	TCT client Stone re: outline of Declaration, consistency with discovery responses L260: Class Action Certification and Notice, A106: Communicate (with client)	\$695.00 x 0.60	\$417.00
05/28/18 Scott Carpenter	Fee	Attempted TCT Hocker, Reuss, Sousa, and Stone to discuss upcoming mediation and request either conference or written confirmation of information (0.5); DR email to each Named Plaintiff outlining mediation strategy and requesting written confirmation of authority (0.7) L160: Settlement/Non-Binding ADR, A106: Communicate (with client)	\$695.00 x 1.20	\$834.00
08/29/18 Scott Carpenter	Fee	Email from OC re: producing chart of production for tank model 3436 for export markets 2006-2012 A107: Communicate (opponents/other outside counsel)	\$695.00 x 0.10	\$69.50
10/17/18 Scott Carpenter	Fee	RA DA refiling of Supp Briefing on Manufacturing Defect Certification and review new exhibits attached of other case pleadings L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 2.70	\$1,876.50
10/17/18 Rebecca Bell-Stanton	Fee	RA DA refiling of Supp Briefing on Manufacturing Defect Certification now with attachments -- review newly attached underlying pleadings of PL briefed authority (2.2); Research docket entries and orders pertaining to the challenged comparative cases (2.7) L260: Class Action Certification and Notice, A104: Review/Analyze	\$675.00 x 4.90	\$3,307.50
10/18/18 Rebecca Bell-Stanton	Fee	DR Plaintiff's Motion to Strike Defendants' Supplemental Briefing as Violative of Court Order L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 1.10	\$742.50
10/19/18 Scott Carpenter	Fee	Email to OC re: position as to extending mediation deadline by joint motion to allow DFs time to consider mediation proposals (0.1); DR Joint Motion for Leave to Extend the Mediation Deadline by 1 week to see if term sheet re: remaining claims can be accepted (0.9) L160: Settlement/Non-Binding ADR, A103: Draft/Revise	\$695.00 x 1.00	\$695.00
10/23/18 Scott Carpenter	Fee	RR Order granting extension of mediation deadline L160: Settlement/Non-Binding ADR, A104: Review/Analyze	\$695.00 x 0.10	\$69.50
10/30/18 Scott Carpenter	Fee	RA Defendants' Response to Plaintiffs' Motion to Strike Ds Supp Briefing L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 0.20	\$139.00
10/30/18 Rebecca Bell-Stanton	Fee	RA Defendants' Response to Plaintiffs' Motion to Strike Ds Supp Briefing L260: Class Action Certification and Notice, A104: Review/Analyze	\$675.00 x 0.40	\$270.00
11/08/18 Scott Carpenter	Fee	Strategy Conference with RBS - scope of Second Certification Motion, scope of anticipated certification record, and expert supplementations (1.9); RA all prior Ahearn and Capser declarations and outline items for discussion with each expert for Second Motion (2.6) L260: Class Action Certification and Notice	\$695.00 x 4.50	\$3,127.50

DATE	DESCRIPTION	12567	RATE	TOTAL
11/08/18 Rebecca Bell-Stanton	Fee	Email to OC re: suggesting dates for abbreviated briefing schedule (0.2); Email from OC re: approval of briefing schedule (0.1); Initial draft of Second Motion for Certification - preparation of outline and initial arguments/authorities necessarily segregable from original briefing in light of settlement (2.2); Strategy Conference with NSC - scope of Second Certification Motion, scope of anticipated certification record, and expert supplementations (1.9) L260: Class Action Certification and Notice	\$675.00 x 4.40	\$2,970.00
11/09/18 Rebecca Bell-Stanton	Fee	DR status correspondence to update all Named Plaintiffs re: Settlement Class and "Remaining Claims" Class and accelerated concurrent briefing (1.0); DR status correspondence to affected putative class members re: Settlement Class and "Remaining Claims" Class (0.6); RR Order re: Denying Ps Motion to Strike Supp Briefing on Manufacturing Defect and Setting Deadline to file amended Motion to Certify Class (0.2); Continued drafting of Second Motion for Class Certification -- Statement of the Case, Statement of Materials Facts, and Statement of the Issues (2.7) L120: Analysis/Strategy, A106: Communicate (with client)	\$675.00 x 4.50	\$3,037.50
11/09/18 Scott Carpenter	Fee	RR Order re: Denying Ps Motion to Strike Supp briefing and Setting Deadline to file amended Motion to Certify Class (0.1); Review prior certification record cited for numerosity, review summary outline of documents produced after original certification record, and isolate new record in support of numerosity for remaining claims (1.2) L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 1.20	\$834.00
11/12/18 Scott Carpenter	Fee	TCT Ahearn (0.6) and Capser (1.2) re: CT ruling on concurrent certification briefing - request for expert to review prior Declarations and determine if modifications are necessary to clarify opinions between the subclasses L260: Class Action Certification and Notice, A108: Communicate (other external)	\$695.00 x 1.80	\$1,251.00
11/13/18 Rebecca Bell-Stanton	Fee	TCT Capser - Declaration of Remaining Claims (0.9); Research, review and analyze appropriate modifications to definitions (0.8); Continued Drafting of Second Motion for Class Certification -- ascertainability, commonality and typicality portions of argument based on modified definitions (1.9); Research, review and analyze updated case authority and verify subsequent history on current citations -- (b)(2), trial plan and predominance for single-state certification request, 5th circuit class action recent cases (2.1) L260: Class Action Certification and Notice, A102: Research	\$675.00 x 5.70	\$3,847.50
11/13/18 Scott Carpenter	Fee	Comm with David Ahearn re: refinement of class certification motion and his affidavit for inclusion L260: Class Action Certification and Notice, A108: Communicate (other external)	\$695.00 x 0.40	\$278.00
11/14/18 Rebecca Bell-Stanton	Fee	Email to David Ahearn re: follow-up to email about updating his affidavit (0.1); Per request from Capser isolate supplemental discovery documents recently produced not previously available to experts and provide requested significant documents to assist expert (2.2); Continue drafting of Second Motion for Certification -- modify commonality arguments, predominance and superiority arguments (1.9); Strategy conference with NSC re: status of motion and record (1.4) L260: Class Action Certification and Notice, A108: Communicate (other external)	\$675.00 x 5.60	\$3,780.00
11/14/18 Scott Carpenter	Fee	Review, analyze and edit current comprehensive draft of certification motion (0.9); Strategy conference with RBS re: status of motion draft, expert support, and evidentiary record (1.4) L260: Class Action Certification and Notice, A103: Draft/Revise	\$695.00 x 2.30	\$1,598.50

DATE	DESCRIPTION	12568	RATE	TOTAL
11/16/18 Rebecca Bell-Stanton	Fee	RR corresp from David Ahearn re: status of certification declaration (0.1); Multiple comm with Capser re: supplemental certification declaration (0.3); Continue drafting Second Motion for Class Certification -- (b)(2) and (c)(4) tailored to remaining claims (1.4); Review, analyze and segregate documents to be included in Sealed Volume of Certification Record for remaining claims mtn (1.3) L260: Class Action Certification and Notice, A108: Communicate (other external)	\$675.00 x 3.10	\$2,092.50
11/18/18 Rebecca Bell-Stanton	Fee	Isolate all documents for inclusion in "Remaining Claims" Evidentiary Record and prepare for designation and submission by separated volumes L260: Class Action Certification and Notice	\$675.00 x 4.10	\$2,767.50
11/19/18 Scott Carpenter	Fee	Review proposed final draft of second certification motion and make final corrections and modifications in preparation of filing (0.6); RA proposed draft of Order to be filed with the certification motion (0.2) A107: Communicate (opponents/other outside counsel)	\$695.00 x 0.80	\$556.00
11/19/18 Rebecca Bell-Stanton	Fee	Email from David Ahearn re: declaration and all attachments to same (0.2); Finalize Second Motion for Class Certification -- incorporation of all certification record citations throughout the mtn based on completed "Remaining Claims" evidentiary record (3.4) A107: Communicate (opponents/other outside counsel)	\$675.00 x 3.60	\$2,430.00
11/20/18 Rebecca Bell-Stanton	Fee	Email to OC re: acknowledgment of change to briefing and notice that Second motion does not seek national certification (0.1); multiple comm with court and counsel regarding sealed exhibits, volume indexes, and submission (0.3) A107: Communicate (opponents/other outside counsel)	\$675.00 x 0.40	\$270.00
12/03/18 Rebecca Bell-Stanton	Fee	DR detailed Settlement Proposal correspondence (1.4); DR MOU of remaining claim settlement Proposal (1.8); RR responsive email from Shipp to review and set up discussion (0.1); Participate with NSC on Conf. with Shipp re: proposal for remaining claims (0.4) L160: Settlement/Non-Binding ADR, A103: Draft/Revise	\$675.00 x 3.70	\$2,497.50
12/04/18 Scott Carpenter	Fee	RA DFs Opposition to Motion to Certify and all exhibits - outline comments and potential counter-arguments for reply brief (1.2); RA exhibits filed separately under seal and outline comments for purposes of reply (1.3) L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 2.50	\$1,737.50
12/04/18 Rebecca Bell-Stanton	Fee	Review and Analyze Defendants' Response in Opposition to Motion to Certify - highlight key cases for research, outline comments and counterargs, and draft initial objections to the exhibits filed publicly (3.9); Corresp with DA re status of production of the exhibits noted to be filed under seal (0.1); Review and Analyze Defendants' Sealed Attachments (Exhibits C, E, F, K, and L), compare same to any prior exhibit submission, and outline initial objections and args (2.7) L260: Class Action Certification and Notice, A104: Review/Analyze	\$675.00 x 6.70	\$4,522.50
12/05/18 Scott Carpenter	Fee	Review, analyze and suggest modifications to rolling drafts of reply briefing L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 2.20	\$1,529.00

DATE	DESCRIPTION	12569	RATE	TOTAL
12/05/18 Rebecca Bell-Stanton	Fee	Research counter-authority and DR Reply brief in support of 2nd Mtn for Certification -- Article III, individual standing, ascertainability and commonality -- and provide rolling draft to NSC for review and comment (2.8); Research counter-authority and DR Reply brief in support of 2nd Mtn for Certification -- responsive arguments to (b)(3) predominance challenges and superiority of trial plan -- and provide rolling draft to NSC for review and comment (1.9); DR factual clarifications, summary of impact of 2011 settlement, and brief summary responses to (b)(2) and (c) (4) with bifurcation proposal and provide rolling draft to NSC for review and comment (2.3) L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 7.00	\$4,725.00
12/06/18 Rebecca Bell-Stanton	Fee	Ongoing review and editing of PL's Reply brief in support of Second Motion for Certification (1.3); Isolate evidentiary documents for purposes of addressing DFs objections and counter-exhibits and prepare supplemental record volume (1.8) L260: Class Action Certification and Notice, A104: Review/Analyze	\$675.00 x 3.10	\$2,092.50
12/07/18 Rebecca Bell-Stanton	Fee	Continuation of supplemental record development and finalize supplemental record submission L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 2.80	\$1,890.00
12/10/18 Rebecca Bell-Stanton	Fee	Incorporate NSC's final edits, insert record citations and finalize for reply brief and record for filing (3.7); Review summary document outlines of prior production and determine relevant pleadings and documents to provide to mediator Shipp to re-open settlement discussions based on the remaining claims (3.6) L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 7.30	\$4,927.50
12/10/18 Scott Carpenter	Fee	Review and analyze proposed final draft of Reply in Support of Remaining Claims and proposed supplemental record and propose final modifications and suggestions prior to submission L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 1.40	\$973.00
12/17/18 Scott Carpenter	Fee	Receipt and initial review of DFs Sur-Reply in opposition to certification and outline discussion points for strategy conference with RBS (0.8); RA sur-reply exhibits filed with DF briefing and review the separately filed sealed attachments (0.5); Strategy conference with RBS re: addressing new arguments and new evidence in the sur-reply briefing (1.0) L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 2.30	\$1,598.50
12/17/18 Rebecca Bell-Stanton	Fee	Review and analyze Sur-Reply briefing, initial exhibit submission and sealed exhibit filing (1.4); Strategy conference with NSC re: mechanism for addressing new arguments and evidence (1.0); research, review and analyze case authority re: grounds to strike new args and evidence (1.2); research, review and analyze proper remedies for briefing violations (0.5); Compare sealed exhibits to the original translations attached to the response and outline initial objections to the Villegas opinions in new declaration (2.4); Initial draft of PL's Motion to Strike Sur-Reply or Alternative request for opportunity to respond (1.3) L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 7.80	\$5,265.00
12/18/18 Scott Carpenter	Fee	RR corresp with OC regarding new exhibits and Villegas deposition proposal (0.4); Review Villegas' prior deposition transcript and highlight relevant portions contradicting or challenging as compared to the new declaration (1.0) L250: Other Written Motions and Submissions, A104: Review/Analyze	\$695.00 x 1.40	\$973.00

DATE	DESCRIPTION	12570	RATE	TOTAL
12/18/18 Rebecca Bell-Stanton	Fee	Multiple comm with DA regarding sealed exhibits, need for deposition of Villegas to address opinions, and mtn to strike or obtain right to respond (DA is opposed) (0.4); Conduct line item comparison of each translated protocol/procedure discussed in Villegas new declaration to determine accuracy of opinions, timing and purpose of each updated internal document (3.8) L250: Other Written Motions and Submissions, A104: Review/Analyze	\$675.00 x 4.20	\$2,835.00
12/19/18 Scott Carpenter	Fee	RR multiple corresp with OC regarding NITD of Villegas L330: Depositions, A107: Communicate (opponents/other outside counsel)	\$695.00 x 0.30	\$208.50
12/19/18 Rebecca Bell-Stanton	Fee	Finalize Motion to Strike/Request for Relief and necessary exhibit in support of same and prepare for filing (1.3); DR Proposed Order to submit with Mtn to Strike (0.4); Multiple corresp with DA regarding deposition of Villegas (0.3) L250: Other Written Motions and Submissions, A103: Draft/Revise	\$675.00 x 2.00	\$1,350.00
12/21/18 Rebecca Bell-Stanton	Fee	Ongoing multiple comm with DA regarding NITD of Villegas, whether new date can be confirmed by agreement, scope and limitation of deposition, intent to move forward on 12/28 date as noticed absent agreement or MTQ L330: Depositions, A107: Communicate (opponents/other outside counsel)	\$675.00 x 0.50	\$337.50
12/27/18 Rebecca Bell-Stanton	Fee	Multiple comm with DA re intent to move forward with depo on 12/28 absent provision of new date (0.4); Prepare for deposition of Sergio Villegas -- prepare anticipated exhibits, outline examination, draft chronology of procedures for each opinion in new declaration (3.7) L330: Depositions, A101: Plan and prepare for	\$675.00 x 4.10	\$2,767.50
12/28/18 Rebecca Bell-Stanton	Fee	Appearance for Deposition of Villegas per NITD, Multiple comm with DA re appearance and Villegas failure to appear, take certificate of non-appearance, and discuss sanction options if a confirmed date for deposition is not set L330: Depositions, A109: Appear For/Attend	\$675.00 x 1.30	\$877.50
12/31/18 Rebecca Bell-Stanton	Fee	Multiple comm with DA re Villegas deposition and DA request for Capser deposition (and opposition discussion of new Capser depo) (0.4); RR DA NITD of Shawn Capser (0.1); TCT Capser to discuss NITD, anticipated scope of second deposition and whether objections are necessary based on TPM (0.7) L330: Depositions, A108: Communicate (other external)	\$675.00 x 1.20	\$810.00

Invoice

FROM:
Carpenter &
Schumacher, P.C.

TO:
Vortens

Monterrey, Nuevo de Leon
55555
(214) 346-3737

Inv. Number	Remaining Claims 19-
Matter	Remaining Claims
Date of Issue	Jan 17, 2020
Terms	None

FEES & EXPENSES

DATE		DESCRIPTION	RATE	TOTAL
01/02/19 Rebecca Bell-Stanton	Fee	Review and Analyze DFs Response to Motion to Strike Sur-Reply and outline initial comments and args (0.9); Initial research into DFs citations re: grounds to strike (1.2); Multiple comm with Capser re: deposition on Supplemental declaration and TCF Capser to discuss scope of same (0.7); DR and serve Amended NITD of Villegas (0.2) A104: Review/Analyze	\$675.00 x 3.00	\$2,025.00
01/02/19 Scott Carpenter	Fee	Receipt and Initial Review Defendants' Response in Opposition to Motion to Strike (0.6); RR multiple corres with Shawn Capser re: deposition on Supp declaration (0.3); RR multiple comm with DA re: Villegas deposition and Capser deposition (0.2) L250: Other Written Motions and Submissions, A108: Communicate (other external)	\$695.00 x 1.10	\$764.50
01/03/19 Rebecca Bell-Stanton	Fee	Research basis for requesting DF bear costs for deposition (0.7); Multiple corresp with DA regarding Capser NITD, location and costs (0.5); DR PL's Waiver of Reply briefing opportunity and request for ruling on alternative relief to address new evidence in DF certification sur-reply (0.4); DR detailed order on requested relief and file as exhibit to Waiver of Reply brief (0.3) L330: Depositions	\$675.00 x 1.90	\$1,282.50
01/07/19 Rebecca Bell-Stanton	Fee	Prepare for deposition of Villegas -- review prior examination notes, draft additional CX outline to account for arguments in DFs response to MTS Villegas declaration, isolate deposition excerpts from prior depo to address DFs response, modification of chronology and exhibits L330: Depositions, A101: Plan and prepare for	\$675.00 x 3.70	\$2,497.50
01/08/19 Rebecca Bell-Stanton	Fee	Attend and take deposition of Sergio Villegas at DF counsel offices L330: Depositions, A109: Appear For/Attend	\$675.00 x 4.40	\$2,970.00
01/09/19 Rebecca Bell-Stanton	Fee	Multiple corres with DA re: production of Dr. Capser's list of materials and deposition (0.2); Deposition prep video conference with Dr. Capser (1.4) L330: Depositions, A101: Plan and prepare for	\$675.00 x 1.60	\$1,080.00
01/10/19 Rebecca Bell-Stanton	Fee	Final brief deposition prep with Capser (0.8); Attend and defend deposition Capser (2.4); Post-depo conference with Capser re: deposition (0.6); RA Defendants' Sur-Reply and proposed Order (filed despite PL Waiver of Reply briefing) -- Mtn to Strike or Alternative relief (0.4) L330: Depositions, A109: Appear For/Attend	\$675.00 x 4.20	\$2,835.00

DATE	DESCRIPTION	12572	RATE	TOTAL
01/14/19 Rebecca Bell-Stanton	Fee	RA deposition transcript of 2nd deposition of Villegas and isolate/highlight key excerpts for inclusion in the record as attachment to Certification briefing and evidentiary record (1.8); Modify proposed deposition selections to account for NSC comments and DR Notice of Submission of Additional attachments and file same (0.9) L250: Other Written Motions and Submissions, A103: Draft/Revise	\$675.00 x 2.70	\$1,822.50
01/14/19 Scott Carpenter	Fee	RA deposition transcript of 2nd deposition of Villegas, RBS proposals for supplementation to certification record and provide summary comments and recommendations as to same L250: Other Written Motions and Submissions, A103: Draft/Revise	\$695.00 x 1.30	\$903.50
01/18/19 Scott Carpenter	Fee	Receipt and brief initial review of deposition transcript of Capser and depo exhibits L330: Depositions, A104: Review/Analyze	\$695.00 x 0.90	\$625.50
01/22/19 Rebecca Bell-Stanton	Fee	RA Defendants' Supplemental Response in Opposition to Motion to Strike with counter Villegas designations attached as exhibits L250: Other Written Motions and Submissions, A104: Review/Analyze	\$675.00 x 0.80	\$540.00
01/22/19 Scott Carpenter	Fee	RA Defendants' Supplemental Response in Opposition to Motion to Strike with counter Villegas designations attached as exhibits (0.8); Receipt and initial review of DF Supp MTS Capser declaration and exhibits attached to same (brief review only due to subsequent receipt of deficiency notice) (0.5) L250: Other Written Motions and Submissions, A104: Review/Analyze	\$695.00 x 1.30	\$903.50
01/23/19 Rebecca Bell-Stanton	Fee	RA Defendants' Supplemental Motion to Strike Declaration of Shawn Capser and outline initial arguments and objections for purposes of responsive briefing (0.7); RA exhibit to Supp MTS Capser of isolated excerpts from second deposition and outline contextual clarifications needed for response (0.9); Multiple comm with DA regarding access to additional sealed exhibits for review (0.2); RA additional documents filed under seal as a part of the DF MTS Capser Declaration and outline initial comments and objections for purposes of response (0.6); TCT Capser to discuss DF MTS declaration (0.8) L250: Other Written Motions and Submissions, A104: Review/Analyze	\$675.00 x 3.20	\$2,160.00
01/23/19 Scott Carpenter	Fee	RA new filing of Defendants' Supplemental Motion to Strike Declaration of Shawn Capser and outline comments for discussion with RBS (0.5); RA Sealed additional attachments filed as supplement to MTS Capser declaration (0.6) L250: Other Written Motions and Submissions, A104: Review/Analyze	\$695.00 x 3.20	\$2,224.00
01/25/19 Rebecca Bell-Stanton	Fee	Corresp with DA requesting discussion on certificate of conference submitted with MTS and deficiency notice (0.1); TC with DA regarding submission of MTS and conference certificate (0.3) L250: Other Written Motions and Submissions, A104: Review/Analyze	\$675.00 x 0.40	\$270.00
02/04/19 Rebecca Bell-Stanton	Fee	Research, review and analyze case citations in Mtn and counter-authority for Response to MTS Capser declaration (0.9); Initial draft of PL Response to MTS Capser Declaration (1.8); Isolation of counter-designations and highlight same for attachment in response to DF MTS Capser Declaration (0.9) L250: Other Written Motions and Submissions, A102: Research	\$675.00 x 3.60	\$2,430.00
02/05/19 Scott Carpenter	Fee	Review, edit and suggest additional modifications to current draft of response to DF Supp MTS Capser Declaration (0.7); Conference call with Capser and RBS to discuss MTS arguments and additional clarification of testimony (0.9) L250: Other Written Motions and Submissions, A103: Draft/Revise	\$695.00 x 1.60	\$1,112.00

DATE	DESCRIPTION	12573	RATE	TOTAL
02/05/19 Rebecca Bell-Stanton	Fee	Conference call with Capser and NSC to discuss MTS arguments and clarification of certain testimony L250: Other Written Motions and Submissions, A108: Communicate (other external)	\$675.00 x 0.90	\$607.50
02/06/19 Rebecca Bell-Stanton	Fee	Finalize PL Response to MTS Capser Declaration, incorporate all suggested modifications by NSC and prepare exhibit (Capser excerpts) for filing (1.2); DR proposed Order denying MTS Capser Dec to submit with response (0.2) L250: Other Written Motions and Submissions, A103: Draft/Revise	\$675.00 x 1.40	\$945.00
02/11/19 Rebecca Bell-Stanton	Fee	Corresp with DA re: severance motion needed so that remaining claims proceed on a separate track (0.1); Multiple comm with Alice (CT clerk) regarding courtesy copies for the court of PL Second Motion for Class Certification and pending motions affecting remaining claims (0.3) L250: Other Written Motions and Submissions, A104: Review/Analyze	\$675.00 x 0.40	\$270.00
02/13/19 Rebecca Bell-Stanton	Fee	Review and analyze DF's Reply briefing in support of supplemental motion to strike Capser declaration (0.6); TCT Capser to discuss DF reply briefing (0.4) L250: Other Written Motions and Submissions, A104: Review/Analyze	\$675.00 x 1.00	\$675.00
02/14/19 Rebecca Bell-Stanton	Fee	Review and analyze deposition transcript of Villegas and exhibits and highlight/outline summary of key testimony to use for supplementation in support of remaining claims certification L330: Depositions, A104: Review/Analyze	\$675.00 x 1.40	\$945.00
02/15/19 Rebecca Bell-Stanton	Fee	RR errata and signature form from Capser L330: Depositions, A104: Review/Analyze	\$675.00 x 0.10	\$67.50
07/18/19 Scott Carpenter	Fee	RR Order setting hearing on Second Motion for Class Certification (0.1); Strategy conference with RBS - prepare issues and preliminary argument outline as to each identified topic in CT Order setting hearing (2.3) L260: Class Action Certification and Notice, A101: Plan and prepare for	\$695.00 x 2.40	\$1,668.00
07/18/19 Rebecca Bell-Stanton	Fee	RR Order setting hearing on Second Motion for Class Certification (0.1); Strategy conference with NSC - prepare issues and preliminary argument outline as to each identified topic in CT Order setting hearing (2.3); Prepare for hearing -- certification arguments generally, burden of proof, superiority of trial plan and outline key cases for short form argument summary (1.8) L260: Class Action Certification and Notice, A101: Plan and prepare for	\$675.00 x 4.20	\$2,835.00
07/22/19 Rebecca Bell-Stanton	Fee	Prepare for hearing - review all prior certification briefing for args and counter-args specific to the Court's identified concerns outlined in the order setting hearing (2.4); Prepare for hearing -- draft outline of declarations and injunctive relief summary argument under (b)(2) (2.1); L260: Class Action Certification and Notice, A101: Plan and prepare for	\$675.00 x 4.50	\$3,037.50
07/23/19 Scott Carpenter	Fee	RR multiple comm with defense counsel re: matters intended for arg at tomorrow's hearing considering new submissions under seal (0.2); Review all of the opposition briefing filed by DF on certification and outline key questions anticipated from the CT for oral argument preparation purposes (3.2) L260: Class Action Certification and Notice, A101: Plan and prepare for	\$695.00 x 3.40	\$2,363.00

DATE	DESCRIPTION	RATE	TOTAL
07/23/19 Rebecca Bell-Stanton	Fee RA DF's Sealed Motion/Supplement in advance of hearing and audio recording of VM (0.2); TCT client to discuss sealed motion in preparation for oral argument and hearing (0.4); Continue preparation for hearing on certification request -- draft record citation summary chart with specific page references in evidentiary record targeted to the identified topics of concern in the order setting hearing (3.7); Multiple comm with DA to ensure receipt of all submissions being filed under seal (0.2) L260: Class Action Certification and Notice, A101: Plan and prepare for	\$675.00 x 4.90	\$3,307.50
07/24/19 Rebecca Bell-Stanton	Fee Conference with NSC for final arguments and strategy prior to hearing (0.9); Attend and argue at hearing on Second Motion for Class Certification (4.6); TCT client regarding declaration (0.2) L260: Class Action Certification and Notice, A109: Appear For/Attend	\$675.00 x 5.70	\$3,847.50
07/25/19 Rebecca Bell-Stanton	Fee Comm with all remaining claim clients updating each as to certification hearing, answering questions regarding same and "next steps" in litigation (1.2); Declaration of Fessler addressing challenge to adequacy as class rep (0.3) L260: Class Action Certification and Notice, A106: Communicate (with client)	\$675.00 x 1.50	\$1,012.50
07/26/19 Scott Carpenter	Fee Review hearing notes by RBS and submit written transcript request of hearing L260: Class Action Certification and Notice, A103: Draft/Revise	\$695.00 x 0.40	\$278.00
07/29/19 Scott Carpenter	Fee RR DF filing and written transcript request (0.1); RR DF renewed motion to seal with attached proposed order (0.1) L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 0.20	\$139.00
07/30/19 Scott Carpenter	Fee RR Order granting DF renewed motion to seal L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 0.10	\$69.50
07/31/19 Rebecca Bell-Stanton	Fee DR Sealed response to DF supplemental brief as to rep adequacy and file same L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 0.30	\$202.50
08/05/19 Rebecca Bell-Stanton	Fee Review summary outline of discovery responses tracking the changes in warranty language since 2007 reflected in claim files, website screenshots, document production, attached to Porcelana declarations and compare same to representations at hearing of "no cost to consumer" (1.3); Research, review and analyze case authority interpreting similar warranty language to support common issue predominating remaining claims (1.6) L260: Class Action Certification and Notice, A104: Review/Analyze	\$675.00 x 2.90	\$1,957.50
08/12/19 Scott Carpenter	Fee Multiple comm with CT and reporter regarding status of certification hearing transcript - remaining claims L260: Class Action Certification and Notice, A108: Communicate (other external)	\$695.00 x 0.10	\$69.50
08/20/19 Rebecca Bell-Stanton	Fee Review and analyze official hearing transcript filed and highlight issues of significance from the hearing for purposes of discussing litigation strategy moving forward (1.1); Strategy conference with NSC -- analysis of hearing transcript, discovery strategy, and anticipated issues for dispositive consideration in light of CT comments (1.4) L260: Class Action Certification and Notice, A104: Review/Analyze	\$675.00 x 2.50	\$1,687.50
08/20/19 Scott Carpenter	Fee Review certification hearing transcript and draft comments throughout transcript affecting litigation of remaining claims (1.3); Strategy conference with RBS -- analysis of hearing, discovery strategy, and issues in light of CT comments (1.4) L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 2.70	\$1,876.50

DATE	DESCRIPTION	12575	RATE	TOTAL
09/04/19 Scott Carpenter	Fee	Receipt and review of Magistrate Order and Report and recommendation granting in part and denying in part Second Motion for Certification (0.9); Strategy conference with RBS regarding discovery needed for disposition motion filings (1.6) L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 2.50	\$1,737.50
09/04/19 Rebecca Bell-Stanton	Fee	Review and analyze Order and Report and recommendation of Magistrate - granting in part and denying in part Second Motion for Certification (0.9); Strategy conference with NSC regarding discovery needed for disposition motion filings (1.6); TCT Carreras re: scope of Report and Recommendation, availability of objections if client requests same, and status of litigated claim if recommendation is not objected to (0.4); TCT Hocker re: scope of Report and Recommendation, availability of objections if client requests same, and status of litigated claim if recommendation is not objected to (0.2); TCT Fessler re: certification and next steps (0.6); TCT Stone re: certification and next steps (0.8); TCT Sousa re: certification and next steps (0.5) L260: Class Action Certification and Notice, A106: Communicate (with client)	\$675.00 x 5.00	\$3,375.00
09/17/19 Scott Carpenter	Fee	RR Memorandum Opinion and Order denying DF Supp MTS Capser declaration L250: Other Written Motions and Submissions, A104: Review/Analyze	\$695.00 x 0.20	\$139.00
09/17/19 Rebecca Bell-Stanton	Fee	RR Memorandum Opinion and Order denying DF Supp MTS Capser declaration (0.2); TCT Capser re: denial of MTS (0.3) L250: Other Written Motions and Submissions, A104: Review/Analyze	\$675.00 x 0.50	\$337.50
09/18/19 Scott Carpenter	Fee	Receipt and initial review of DF Objections to Certification Report and Recommendation L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 0.90	\$625.50
09/18/19 Rebecca Bell-Stanton	Fee	RA DF Objections to Report and Recommendation partially granting certification and outline potential arguments to submit to CT in support of R&R (0.8); RA exhibits included for CT consideration of DF Objections to R&R (0.3) L260: Class Action Certification and Notice, A104: Review/Analyze	\$675.00 x 1.10	\$742.50
09/26/19 Scott Carpenter	Fee	RA Memorandum Adopting R&R on certification (0.3); Strategy conference with RBS re: scheduling order and prioritization of discovery to support anticipated motions (0.9) L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 1.20	\$834.00
09/26/19 Rebecca Bell-Stanton	Fee	RA District Court Memorandum Adopting R&R that granted certification in part and denied in part (0.3); Strategy conference with NSC re: need for status conference, amended scheduling order, and prioritization of discovery to support anticipated motions (0.9) L260: Class Action Certification and Notice, A104: Review/Analyze	\$675.00 x 1.20	\$810.00
10/02/19 Scott Carpenter	Fee	TCF Goodson Engineering regarding ongoing retention evidence and scope of retained tanks for the individual PL and remaining claims allegations L130: Experts/Consultants, A108: Communicate (other external)	\$695.00 x 0.30	\$208.50
10/03/19 Rebecca Bell-Stanton	Fee	Review local rules re: proper mechanism to request scheduling order (0.2); Conf with DA regarding intent to request scheduling conference (0.1); DR Notice of Readiness and file request for scheduling conference (0.3); DR corresp to AG re: Order adopting partial certification (0.3); DR Notice of Compliance with Bus & Comm Code re: certification notice to AG and file same (0.2) L250: Other Written Motions and Submissions, A103: Draft/Revise	\$675.00 x 0.80	\$540.00

DATE		DESCRIPTION	RATE	TOTAL
10/03/19 Scott Carpenter	Fee	Multiple communications with clients falling outside the scope of the certification order, how it affects individual claims, and discuss litigation steps moving forward - Hocker (0.4); Carreras (0.5); DR status update to Fessler, Sousa, and Stone regarding adoption of certification order and affect on lawsuit (0.7) L260: Class Action Certification and Notice, A106: Communicate (with client)	\$695.00 x 1.60	\$1,112.00
10/04/19 Rebecca Bell-Stanton	Fee	Multiple comm with DA regarding scope of anticipated discovery in light of partial certification and issues regarding the suggested phases in the certification order (0.3); RA draft case management plan prepared by DF for discussion and draft comments to same (0.4) L250: Other Written Motions and Submissions, A103: Draft/Revise	\$675.00 x 0.70	\$472.50
10/08/19 Rebecca Bell-Stanton	Fee	RA proposed revised draft of Case Management Plan for phased pleadings and discovery in light of cert order, compare to local rule forms and similar case submissions for (b)(2) certification trial plans L250: Other Written Motions and Submissions, A103: Draft/Revise	\$675.00 x 0.80	\$540.00
10/09/19 Scott Carpenter	Fee	Strategy conference with RBS re: discussion of prior settlement proposals and potential terms of a new MOU L160: Settlement/Non-Binding ADR, A104: Review/Analyze	\$695.00 x 0.90	\$625.50
10/09/19 Rebecca Bell-Stanton	Fee	Strategy conference with NSC re: discussion of prior settlement proposals and potential terms of a new MOU (0.9); Review summary outline of discovery and isolate production information for the BJ plant (0.8); Targeted review of transcripts of all DF corporate reps for discussion of BJ production, export to Texas, prior warranty claims (1.8) L160: Settlement/Non-Binding ADR, A104: Review/Analyze	\$675.00 x 3.50	\$2,362.50
10/11/19 Scott Carpenter	Fee	RR Order setting Status and Scheduling Conference (0.1); DR discovery priorities outline of necessary depositions and written discovery (0.9) L250: Other Written Motions and Submissions, A104: Review/Analyze	\$695.00 x 1.00	\$695.00
10/11/19 Rebecca Bell-Stanton	Fee	RR Order setting Status and Scheduling Conference (0.1); Initial draft of MOU for settlement of Rule 23(b)(2) Warranty Class (2.1) L160: Settlement/Non-Binding ADR, A103: Draft/Revise	\$675.00 x 2.20	\$1,485.00
10/14/19 Scott Carpenter	Fee	Review and modify draft of MOU on remaining claims (0.8); Conf with RBS - discuss MOU, scope of certification, scope of offer (0.9) L160: Settlement/Non-Binding ADR, A104: Review/Analyze	\$695.00 x 1.70	\$1,181.50
10/17/19 Rebecca Bell-Stanton	Fee	RR Corresp from DA regarding consideration of MOU and request for additional time (0.1); TCT client Stone regarding potential for deposition or additional discovery in light of certification order (0.6); TCT client Sousa regarding potential for deposition or additional discovery in light of certification order (0.9) L160: Settlement/Non-Binding ADR, A107: Communicate (opponents/other outside counsel)	\$675.00 x 1.60	\$1,080.00
10/18/19 Rebecca Bell-Stanton	Fee	DR response to DA regarding MOU discussion (0.1); Based on DA representations regarding size of class and casting designations begin review of 2007 claim files for plant designations/casting references or photos (1.8) L160: Settlement/Non-Binding ADR, A107: Communicate (opponents/other outside counsel)	\$675.00 x 1.90	\$1,282.50

DATE	DESCRIPTION	RATE	TOTAL
10/22/19 Rebecca Bell-Stanton	Fee Based on DA representations regarding size of class and casting designations review of 2008 claim files for plant designations/casting references or photos (0.7); Review of 2009 claim files for plant designations/casting references or photos (0.7); Review of 2010 claim files for plant designations/casting references or photos (1.1); Review of BJ production numbers for models 3412 and 3464 between 2007-2010 as primary export location for DF (0.9) L120: Analysis/Strategy, A104: Review/Analyze	\$675.00 x 3.40	\$2,295.00
11/05/19 Scott Carpenter	Fee RA DF proposed notice plan and compare to 2011 settlement class notice plan proposals (0.6); Review and analyze DF response to proposed MOU and conference as to concerns and reply (0.8); Review and approve reply correspondence, objections to DF proposal, and alternate terms (0.3) L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 1.60	\$1,112.00
11/05/19 Rebecca Bell-Stanton	Fee RR Porcelana's response to proposed MOU for Rule 23(b)(2) class, compare same to CT certification order, MOU and class settlement demand for purposes of reply and counter (0.9); Research Rule 23(b)(2) notice requirements for purposes of response to proposed Epiq notice plan (0.7); DR reply to DF settlement term suggestions and proposed notice plan (0.7); RR corresp with previous ASO attachment and compare same to prior ASO edits (0.3); Research CMP from Fifth Circuit jurisdictions for purposes of preparing for status conference (1.2) L250: Other Written Motions and Submissions, A101: Plan and prepare for	\$675.00 x 3.80	\$2,565.00
11/06/19 Rebecca Bell-Stanton	Fee DR PL proposed CMO dividing the trial plan more clearly into phases with limited discovery and short deadlines for dispositive motions (0.6); Attend and argue at Status and Scheduling Conference (1.1); RR minute entry post-status hearing (0.1) L250: Other Written Motions and Submissions, A109: Appear For/Attend	\$675.00 x 1.80	\$1,215.00
11/07/19 Rebecca Bell-Stanton	Fee RA case management forms from Eastern District to estimate deadlines (0.4); DR modification to PL's proposal for Phase I Scheduling Order and forward same to DA for comment (0.5); RA CT Order Setting deadline to file scheduling order providing trial date (0.1); DR modification to proposed Phase I scheduling order to account for pre-trial and trial deadlines and forward same to DA (0.5); DR corresp to DA regarding deposition availability and topics for corporate rep deposition (0.7) L250: Other Written Motions and Submissions, A104: Review/Analyze	\$675.00 x 2.20	\$1,485.00
11/13/19 Rebecca Bell-Stanton	Fee Multiple comm with DA regarding deposition availability and anticipated corporate topics focusing on warranty changes and interpretations L310: Written Discovery, A107: Communicate (opponents/other outside counsel)	\$675.00 x 0.30	\$202.50
11/18/19 Rebecca Bell-Stanton	Fee RA DF proposed modifications to the MOU as to class resolution (0.4); Multiple comm with DA regarding class rep designations, individual claims remaining, and potential depo availability if no agreement reached (0.3) L160: Settlement/Non-Binding ADR, A107: Communicate (opponents/other outside counsel)	\$675.00 x 0.70	\$472.50
11/19/19 Rebecca Bell-Stanton	Fee Ongoing comm with DA re: settlement terms proposed in MOU (0.4); RA proposed notice plan prepared by Epiq and compare same to scope of certification order, MOU and prior notice plans (0.5) L160: Settlement/Non-Binding ADR, A107: Communicate (opponents/other outside counsel)	\$675.00 x 0.90	\$607.50

DATE	DESCRIPTION	RATE	TOTAL
11/21/19 Scott Carpenter	DR corresp to forward to all clients regarding scope of MOU and need for response on final approval and authority to execute (0.9); TCT Fessler to discuss discrepancy in testimony as to plant designations and casting number (0.6); RR multiple approval corresp from clients providing authority to execute the MOU for settlement (0.5) L160: Settlement/Non-Binding ADR, A106: Communicate (with client)	\$695.00 x 2.00	\$1,390.00
11/21/19 Rebecca Bell-Stanton	Multiple comm with DA regarding finalization of the MOU agreement for settlement and dispute regarding alterations to the class representatives (0.4); Isolate testimony and documents indicating designation of BJ as plant 4 and 5 during the relevant time period (0.8); Corresp with DA regarding removing specific identities of class reps based on discrepancies in plant designations (0.2); DR Joint Notice of Settlement to CT with attached MOU (0.4); DR Proposed Order setting deadlines for preliminary approval (0.3) L250: Other Written Motions and Submissions, A103: Draft/Revise	\$675.00 x 2.10	\$1,417.50
11/22/19 Scott Carpenter	Comm with client Stone regarding her questions regarding fees and expenses as well as timing of final approval and judgment L160: Settlement/Non-Binding ADR, A106: Communicate (with client)	\$695.00 x 0.40	\$278.00
11/25/19 Rebecca Bell-Stanton	RR Order re: Notice of Settlement and Case Management Deadlines (including Final Fairness hearing setting) (0.1); Multiple corresp with Epiq re: case management deadlines for notice and final approval (0.4); RR comm from DA that BJ tanks must have a "5" (0.1); DR responsive email to representation that no discovery supports casting number "4" as a BJ plant designation with discovery and depo citations (0.4) L160: Settlement/Non-Binding ADR, A107: Communicate (opponents/other outside counsel)	\$675.00 x 1.00	\$675.00
11/25/19 Scott Carpenter	RR Order re: Notice of Settlement and Case Management Deadlines (including Final Fairness hearing setting) (0.1); Multiple corresp with Epiq re: case management deadlines for notice and final approval (0.4) L250: Other Written Motions and Submissions, A108: Communicate (other external)	\$695.00 x 0.50	\$347.50
11/26/19 Scott Carpenter	Multiple correper with Epiq and DA regarding Equitable Class notice and administration and providing MOU and order setting deadlines L260: Class Action Certification and Notice, A108: Communicate (other external)	\$695.00 x 0.60	\$417.00
12/03/19 Scott Carpenter	Strategy conference with RBS re: plant designations, confirmatory discovery prior to notice (1.2); RR multiple corresp with Epiq regarding declaration to support notice plan proposal, CAFA needs, and deadlines (0.3) L260: Class Action Certification and Notice, A108: Communicate (other external)	\$695.00 x 1.50	\$1,042.50
12/03/19 Rebecca Bell-Stanton	RR corresp from DA contesting plant designations (0.1); Strategy conference with NSC re: discrepancies in plant designations, need for confirmatory discovery prior to notice and prior approval so that Epiq can properly identify and administer claims (1.2); Multiple comm with Epiq regarding declaration to support notice plan proposal, CAFA needs, and deadlines (0.4) L260: Class Action Certification and Notice, A108: Communicate (other external)	\$675.00 x 1.70	\$1,147.50
12/04/19 Scott Carpenter	Review RBS draft of settlement agreement, outline comments for inclusion, and suggest amendments to same L260: Class Action Certification and Notice, A103: Draft/Revise	\$695.00 x 1.80	\$1,251.00

DATE	DESCRIPTION	12579	RATE	TOTAL
12/04/19 Rebecca Bell-Stanton	Fee	Initial draft of comprehensive formal settlement agreement to conform to MOU and comply with Rule 23 requirements (2.3); Initial draft of Joint Motion for Preliminary Approval (2.6) L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 4.90	\$3,307.50
12/05/19 Rebecca Bell-Stanton	Fee	RR correp from Epiq with initial notice document questions (0.1); Multiple corresp with DA regarding conferencing on formal settlement agreement and follow up on plant designation information (0.3); Review and incorporate NSC modifications to formal settlement agreement terms (0.6) L160: Settlement/Non-Binding ADR, A108: Communicate (other external)	\$675.00 x 1.00	\$675.00
12/06/19 Rebecca Bell-Stanton	Fee	DR corresp to DA regarding status of review on settlement agreement and initial draft of joint motion for preliminary approval (0.2); TCF DA regarding DF modifications to settlement agreement, confirmatory discovery on plant designations, and service award discussion (0.7) L160: Settlement/Non-Binding ADR, A108: Communicate (other external)	\$675.00 x 0.90	\$607.50
12/09/19 Scott Carpenter	Fee	RA draft of Epiq comprehensive Declaration in support of proposed notice and claim administration for inclusion and attachment to Joint Motion for Preliminary Approval L260: Class Action Certification and Notice, A104: Review/Analyze	\$695.00 x 0.90	\$625.50
12/09/19 Rebecca Bell-Stanton	Fee	Review and analyze DF redline modifications to the Settlement Agreement and incorporate as agreed (0.7); Multiple comm with DA re: Joint Motion and necessary exhibits to include with same (0.4); Initial draft of proposed Order granting Preliminary Approval (1.3) L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 2.40	\$1,620.00
12/10/19 Scott Carpenter	Fee	Multiple corres with DA and Epiq re: changes in Motion for Preliminary Approval of Class Action Settlement, declarations of Sousa and Stone, and deadlines for objections to the fee application, long and short form notice documents, definition of qualifying photographs, separate settlement agreement for class and the need to clearly delineate the prior 2011 class as separate in the 2007-2010 notice L260: Class Action Certification and Notice, A108: Communicate (other external)	\$695.00 x 1.10	\$764.50
12/10/19 Rebecca Bell-Stanton	Fee	Finalize Joint Motion for Preliminary Approval - incorporate edits and modifications by DA, complete citations, and prepare all necessary attachments (1.9); DR Proposed Order granting preliminary approval of settlement (1.2) L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 3.10	\$2,092.50
12/11/19 Rebecca Bell-Stanton	Fee	RR deficiency notice as to the Joint Motion for Preliminary Approval (0.1); TCT clerk re: prior approval for pleadings to exceed non-dispositive pages limits under local rules (0.2); Corresp with DA regarding clerk rejecting Joint Motion and requirement to reduce pages submitted (0.1); DR modifications to Joint Motion for Preliminary Approval in order to comply with deficiency notice but still ensuring compliance with Rule 23 approval requirements for class action settlement (1.9) L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 2.30	\$1,552.50
12/12/19 Rebecca Bell-Stanton	Fee	RR corresp from Epiq re: documents still needed for CAFA notice (0.1); Isolate and provide Epiq with CAFA-required documents (0.6) L260: Class Action Certification and Notice, A108: Communicate (other external)	\$675.00 x 0.70	\$472.50
12/18/19 Rebecca Bell-Stanton	Fee	RR corresp from Epiq re additional documents for CAFA notice (0.1); RA draft cover letter for CAFA service (0.1); Multiple comm with DA and Epiq re: geographic designations for inclusion with CAFA notice (0.3) L260: Class Action Certification and Notice, A108: Communicate (other external)	\$675.00 x 0.40	\$270.00

DATE	DESCRIPTION	RATE	TOTAL
12/19/19 Rebecca Bell-Stanton	Fee RR follow up corresp from Epiq re geographic designations for inclusion with CAFA notice (0.1); multiple comm with Epiq and DA regarding scope of geographic designations, and final document request (0.6); Research DF representation of the number of affected tanks in Texas (0.7) L260: Class Action Certification and Notice, A108: Communicate (other external)	\$675.00 x 1.40	\$945.00
12/20/19 Rebecca Bell-Stanton	Fee Reminder corresp from Epiq that still need geographic chart for CAFA mailing due today (0.1); TCF Epiq regarding status of proposed notice document drafts so they can be included with CAFA notice if available (0.3); RR corresp from Epiq that CAFA notice is ready for service, request for final approval of cover letter and all attendant documents (0.1); RA materials for CAFA notice and provide approval to same (0.3); RR corresp from DA approving CAFA and Epiq confirming mailing of same (0.1) L260: Class Action Certification and Notice, A108: Communicate (other external)	\$675.00 x 0.90	\$607.50
01/02/20 Scott Carpenter	Fee RR corresp from Stacey Stone re: status and respond to same L260: Class Action Certification and Notice, A106: Communicate (with client)	\$695.00 x 0.20	\$139.00
01/07/20 Rebecca Bell-Stanton	Fee Request update from DF as to plant designations and confirmatory discovery (0.1); DR proposed Long-Form notice inclusive of isolating and incorporating sample photographs, language from the settlement, and paragraphs required by FRCP notice of a (b)(2) class settlement (1.8); DR proposed short claim form (0.6); DR proposed summary notice and banner ads (0.4) L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 2.90	\$1,957.50
01/08/20 Scott Carpenter	Fee Review drafts of all notice documents and draft comments and suggested edits L260: Class Action Certification and Notice, A103: Draft/Revise	\$695.00 x 0.80	\$556.00
01/08/20 Rebecca Bell-Stanton	Fee Review NSC proposed modifications to all notice documents and incorporate as appropriate - finalize drafts and forward same to DA for review L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 1.40	\$945.00
01/09/20 Rebecca Bell-Stanton	Fee RR corresp from DA regarding receipt of notice documents and responding to confirmatory discovery status request (0.1); Corresp to Epiq regarding status of notice form language (0.1) L260: Class Action Certification and Notice, A108: Communicate (other external)	\$675.00 x 0.20	\$135.00
01/10/20 Rebecca Bell-Stanton	Fee RA DF proposed modifications and edits to all notice documents and incorporate all DF suggestions into the final drafts L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 0.30	\$202.50
01/13/20 Rebecca Bell-Stanton	Fee Initial draft of Motion for Final Approval of Settlement (2.3); Research updated case authority as to final approval requirements and specific aspects of a Rule 23(b)(2) settlement (1.6); Research, review and analyze updated case authority for class rep service awards (0.4) L260: Class Action Certification and Notice, A102: Research	\$675.00 x 4.30	\$2,902.50

DATE	DESCRIPTION	12581	RATE	TOTAL
01/14/20 Scott Carpenter	Fee	Initial draft of comprehensive declaration in support of Fee Application and service awards (1.4); Review and outline suggestions and amendments to draft of Motion for Final Approval (1.2); Compare expense request and edits from prior request to updated receipts and remaining reimbursement of expenses (0.7); Corresp with client Sousa regarding final approval request, fee application, and declaration regarding submissions (0.3); Corresp with client Stone regarding final approval request, fee application, and declaration regarding submissions (0.2) L260: Class Action Certification and Notice, A103: Draft/Revise	\$695.00 x 3.80	\$2,641.00
01/14/20 Rebecca Bell-Stanton	Fee	Research, review and analyze updated case authority for recovery of attorney fees and expenses in 5th Cir and Texas for inclusion in PL Application (0.9); Initial draft of PL Motion for Service Awards and Fees/Expenses -- pending fee application, segregation, and affect of pending motion on submission, summary of the settlement, and procedural background, and class rep incentive awards (3.9); TCT CT clerk re: status of preliminary approval order (0.2); Continued draft of Fee Application -- requested fee and expenses (1.6) L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 6.60	\$4,455.00
01/15/20 Rebecca Bell-Stanton	Fee	Continued drafting of Motion for Final Approval (2.1); TC with DA regarding status of preliminary approval order and confirmatory discovery request (0.4); RR corresp from DA to CT requesting update on preliminary approval order (0.1); Continue drafting Application for Service Award, Attorney Fees, and Expenses, including enhancement request and supporting args (1.8) L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 4.40	\$2,970.00
01/15/20 Scott Carpenter	Fee	Initial draft of comprehensive declaration in support of Final Approval of Settlement (1.3); Review and outline suggestions and amendments to initial draft of Fee Application (1.1); Initial draft of proposed Order Granting Final Approval (1.2) L260: Class Action Certification and Notice, A103: Draft/Revise	\$695.00 x 3.60	\$2,502.00
01/16/20 Rebecca Bell-Stanton	Fee	Conduct billing audit of all segregated billing, compare same to prior submission to prevent overlap, and prepare billing exhibit to attach to declaration in support of Fee Application (3.7); Initial draft of RBS Declaration in support of Fee Application and supporting documents as to rates and billable review (1.9); Incorporate NSC suggested modifications to Motion for Final Approval as appropriate and include additional review and edits (0.9); DR corresp to Epiq regarding notice materials for use in compliance with CMO and attach agreed notice documents (0.3) L260: Class Action Certification and Notice, A103: Draft/Revise	\$675.00 x 6.80	\$4,590.00
01/16/20 Scott Carpenter	Fee	Initial draft of proposed Order on Application for Awards, Fees and Expenses (0.9); Dr modifications to Declaration in Support of Application (0.8) and Declaration in Support of Final Approval of Settlement (0.6) L260: Class Action Certification and Notice, A103: Draft/Revise	\$695.00 x 2.30	\$1,598.50

DATE	DESCRIPTION	12582	RATE	TOTAL
01/17/20 Rebecca Bell-Stanton	Fee	Final review and edits to Motion for Final Approval and all necessary attachments to same in accordance with 5th Circuit precedent and FRCP (1.7); DR corresp to CT and DA regarding status of preliminary approval order (0.1); TCF CT clerk regarding preliminary approval order (0.2); DR corresp to DA regarding CT update on order (0.1); inal review and edits to Motion for Award of Service fees, attorney fees and litigation expenses (1.8); Finalize RBS declaration and all attachments to same in support of Fee Application (0.9); RA declaration of Sousa in support of Final Approval and Fee App (0.1); TCT Stone requesting update on declaration (0.1); Review and finalize proposed Order granting Final Approval of Settlement (0.6); Review and finalize proposed Order granting Fee Application (0.4); DR Master Summary of Fees (0.5); Finalize lengthy Appendix to Fee Application and prepare for filing (1.8); Finalize all exhibits to Motion for Final Approval and prepare for filing (0.7)	\$675.00 x 9.00	\$6,075.00
L260: Class Action Certification and Notice, A103: Draft/Revise				

Description	Current Amount	Cumulative Total
Photocopy Vendor		5,748.47
Internal Reproduction/Copies		187.00
Court Fees (Filing costs, etc.)		532.00
Court Reporters/Transcripts/Record Requests		
CSI Global (Invoice 60548) - Translations Batch 1 - Porcelana Docs)	\$800.75	
Day Translations	\$2,768.59	
CRC (Invoice 136777) - Deposition of Eldemiro Trevino	\$1,408.40	
CSI Global (Invoice 60871) - Video - Eldemiro Trevino	\$3,142.50	
CRC (Invoice 136879) - Deposition of Sergio Villegas	\$679.15	
CSI Global (Invoice 60876) - Video - Jesus Gutierrez	\$2,258.00	
CRC (Invoice 136597) - Deposition of Etienne Cardinal	\$1,050.60	
CSI Global (Invoice 60882) - Video - Etienne Cardinal	\$2,329.00	
CSI Global (Invoice 60883) - Video - Sergio Villegas	\$1,313.00	
CRC (Invoice 136539) - Deposition of Jesus Gutierrez	\$1,029.30	
CSI Global (Invoice 60884) - Appearance Fee - Gustavo Duenez	\$350.00	
CSI Global (Invoice 213082) - Records from Doyen Sebesta	\$52.50	
Day Translations (Invoice 44300)	\$3,800.00	
CSI Global (Invoice 219053) - Records from Paul Taylor Homes	\$399.30	
CSI Global (Invoice 219202) - Records from Weekley Homes	\$136.50	
CSI Global (Invoice 219203) - Records from Trendmaker Homes	\$136.50	
CSI Global (Invoice 219204) - Records from Riverstone Builders	\$136.50	
CSI Global (Invoice 219205) - Records from Planation Homes	\$136.50	
CSI Global (Invoice 219206) - Records from Partners In Building	\$136.50	
CSI Global (Invoice 219207) - Records from Meritage Homes	\$136.50	
CSI Global (Invoice 219208) - Records from DR Horton	\$409.50	
CSI Global (Invoice 219209) - Records from Beazer Homes	\$136.50	
DTI (Invoice M-166273) - Deposition of Mark Fessler	\$758.20	
CSI Global (Invoice 220960) - Records from Weekley Homes, LLC	\$136.50	
CSI Global (Invoice 220961) - Records from Plantation Homes	\$162.75	
CSI Global (Invoice 220993) - Records from Riverstone Builders	\$137.40	
CSI Global (Invoice 61967) - Video - Eldemiro Trevino - Replacement DVD	\$25.00	
CSI Global (Invoice 61968)v - Video - Jesus Gutierrez - DVD Replacement	\$25.00	
CSI Global (Invoice 222978) - Records from Meritage Homes	\$136.50	
CSI Global (Invoice 222979) - Records from New Tex Plumbing	\$136.50	
CSI Global (Invoice 222980) - Records from Northside Plumbing Supply	\$136.50	
CSI Global (Invoice 222981) - Records from Mike Ray and Associates	\$136.50	
CSI Global (Invoice 222982) - Records from Moore Supply Company	\$136.50	
CSI Global (Invoice 222983) - Records from Chaparral Plumbing Contractors	\$136.50	
EPIQ (Invoice M-179324) - Deposition of John Mecholsky, Jr.	\$690.60	
CSI Global (Invoice 226815) - Records from Northside Plumbing	\$168.00	
CSI Global (Invoice 226816) - Records from Chaparral Plumbing Contractors	\$168.00	
CSI Global (Invoice 226817) - Records from Mike Ray and Associates	\$168.00	
CSI Global (Invoice 226818) - Records from Moore Supply Company	\$168.00	
EPIQ (Invoice M-183577) - Deposition of Shawn Casper	\$678.00	
CSI Global (Invoice 226591) - Records from John Michael Ray	\$208.90	
CSI Global (Invoice 226592) - Records from CWR, Inc.	\$102.00	
CSI Global (Invoice 226593) - Records from Corbett, Wingard, Ray, Inc.	\$102.00	
CSI Global (Invoice 227678) - Records from DR Horton, Inc.	\$168.00	
CSI Global (Invoice 63533) - Deposition of Wilson Martinez	\$2,742.80	
CSI Global (Invoice 63734) - Deposition of Sergio Villegas	\$86.03	
CSI Global (Invoice 63731) - Video Synchronization - Eldemiro Trevino	\$294.74	
CSI Global (Invoice 63732) - Video Synchronization - Jesus Gutierrez	\$246.03	
CSI Global (Invoice 63733) - Video Synchronization - Etienne Cardinal	\$256.75	
CSI Global (Invoice 63570) - Deposition of Mike Ray & Associates	\$1,939.40	

Day Translations (Invoice 51404)	\$2,271.56	
EPIQ (Invoice M-188232) - Deposition of David Ahearn	\$916.60	
CSI Global (Invoice 228893) - Records from Hajoca Corporation	\$136.50	
CSI Global (Invoice 228894) - Records from The Home Depot	\$136.50	
CSI Global (Invoice 228895) - Records from Lowes Home Improvement	\$136.50	
CSI Global (Invoice 228896) - Records from Mansfield Plumbing	\$138.00	
CSI Global (Invoice 228897) - Records from Mega Western Sales	\$136.50	
CSI Global (Invoice 228898) - Records from Mustang Plumbing	\$136.50	
Day Translations (Invoice 51553)	\$50.00	
CSI Global (Invoice 229504) - Records from Meritage Homes of Texas	\$162.75	
CSI Global (Invoice 229659) - Records from Mustang Plumbing	\$162.75	
CSI Global (Invoice 231172) - Records from Weekley Homes	\$183.75	
CSI Global (Invoice 231173) - Records from Trendmaker Homes	\$147.00	
CSI Global (Invoice 231174) - Records from Partners in Building	\$183.75	
CSI Global (Invoice 231175) - Records from Beazer Homes Texas	\$147.00	
CSI Global (Invoice 231176) - Records from Hajoca Corporation	\$183.75	
CSI Global (Invoice 231177) - Records from Lowes Home Improvement	\$183.75	
CSI Global (Invoice 230880) - Records from Mega Western Sales	\$223.50	
CSI Global (Invoice 231348) - Records from Pulley & Associates	\$349.50	
CSI Global (Invoice 232077) - Records from Spirit Group, Inc.	\$136.50	
CSI Global (Invoice 232151) - Records from HC Miller Company	\$136.50	
CSI Global (Invoice 232152) - Records from Summit Sales	\$136.50	
CSI Global (Invoice 232153) - Records from Smith & Stevenson	\$136.50	
CSI Global (Invoice 232154) - Records from Parks-Peyton, Inc.	\$136.50	
CSI Global (Invoice 232427) - Records from The Home Depot	\$168.00	
CSI Global (Invoice 232429) - Records from Mansfield Plumbing	\$126.00	
CSI Global (Invoice 232430) - Records from Summit Sales, LLC	\$147.00	
CSI Global (Invoice 232431) - Records from Spirit Group, Inc.	\$126.00	
CSI Global (Invoice 232432) - Records from Parks-Peyton, Inc.	\$126.00	
CSI Global (Invoice 235726) - Records from HC Miller Company	\$126.00	
CSI Global (Invoice 237931) - Records from Smith & Stevenson	\$126.00	
Dipti Patel (Invoice DPS) - Hearing transcript	\$48.50	
Shea Sloan, CSR - Transcript of Class Cert Hearing	\$683.85	
Baker Realtime Reporting (Invoice 72159) - Deposition of Sergio Villegas (non-appear	\$534.50	
CRC (Invoice 147468) - Deposition of Sergio Villegas	\$2,115.00	
Epiq (Invoice M-233842) - Deposition of Shawn Casper	\$398.60	
Chris Hwang - Transcript from 7/24/19 hearing	390.66	
Chris Hwang - Transcript	89.25	
CSI (Invoice 265814) - Records from New Texas Plumbing	1,158.15	
Total Court Reporting Fees		46,029.36
Research (WestLaw/Lexis, etc.)		18,037.30
Express Delivery/Messenger		1,681.52
Professional Fees (expert, investigator, accountant, etc.)		
Brian Bakale Consulting (Invoice 1021)	3,067.09	
AB Trial Presentation (Invoice 159402)	3,186.69	
Cook's National (Invoice 28283)	333.84	
Cook's National (Invoice 28286)	333.84	
Cook's National (Invoice 28287)	333.84	
Cook's National (Invoice 28288)	333.84	
Cook's National (Invoice 30241)	571.97	
Cook's National (Invoices 28453-28477)	1,238.16	
ESI (Invoice 0540894-IN)	45,564.11	
ESI (Invoice 0544325-IN)	83,592.63	
ESI (Invoice 0546664-IN)	21,315.07	
ESI (Invoice 0546684-IN)	4,370.00	

ESI (Invoice 0548248-IN)	22,484.07	
ESI (Invoice 0548252-IN)	8,990.00	
ESI (Invoice 0552387-IN)	1,000.00	
ESI Global (Invoice 0550464-IN)	1,572.24	
ESI Global (Invoice 0579227-IN)	1,000.00	
Goodson Engineering (Invoice 32088)	150.00	
Goodson Engineering (Invoice 31171)	3,112.50	
Goodson Engineering (Invoice 31326)	361.19	
Goodson Engineering(Invoice 30653)	7,187.55	
John J. Mecholsky, Jr., Ph.D.	15,801.07	
John J. Mecholsky, Jr., Ph.D.	6,500.00	
ESI (Invoice 0560530-IN)	1,000.00	
ESI (Invoice 0563683-IN)	14,335.48	
ESI (Invoice 0565472-IN)	7,623.89	
ESI (Invoice 0567845-IN)	1,159.74	
ESI (Invoice 0569583-IN)	1,000.00	
ESI Global (Invoice 0579227-IN)	1,000.00	
Goodson Engineering (Invoice 32632)	150.00	
Goodson Engineering (Invoice 32944)	150.00	
NALFA (Invoice 19-0016)	5,000.00	
Goodson Engineering (Invoice 33249)	150.00	
ESI (Invoice 0584532-IN)	1,000.00	
Goodson Engineering (Invoice 33840)	150.00	
ESI (Invoice 0591822-IN)	1,000.00	
Total Professional Fees		266,118.81
Witness/Service Fees		55.00
Travel (Air Transportation, Ground Travel, Meals, Lodging, etc.)		
3/8/17 NSC and RBS (Houston - Town Hall Meeting)		
Hertz Rental Car	\$126.69	
Southwest Airlines (NSC) to Houston	\$493.88	
Southwest Airlines (RBS) to Houston	\$493.88	
Spring Creek BBQ - Town Hall mtg	\$26.24	
10/22/17 NSC and RBS (Mexico - Depositions)		
American Airlines (NSC, RBS and Videographer (Alexis Frank)	\$1,936.95	
Meals (Mexico)	\$486.75	
Quinta Real	\$5,023.53	
Quinta Real	\$1,381.91	
Change Flight Fees	\$400.00	
11/21/17 RBS (Houston) - Southwest Airlines	\$503.96	
1/2/18 NSC and RBS (Mexico - Plant Inspection)		
American Airlines	\$1,369.76	
Camino Real Monterrey	\$618.80	
Meals	\$42.82	
Valet	\$60.38	
Airport Valet	\$72.07	
Meals (Mexico)	\$480.54	
Uber	\$18.76	
2/18/18 NSC to Gainesville - American Airlines (Depositions)	\$605.88	
2/18/18 NSC to Jacksonville American Airlines (Depositions)	\$543.50	
Hilton University Conf Center	\$450.94	
Advantage Rental Car	\$60.64	
Meals (Florida)	\$61.14	
Meals (Florida)	\$102.44	
Southwest (Orlando to Dallas - NSC)	\$441.98	
Travel (NSC - Florida)	\$660.42	

Hertz Rental Car	\$169.53	
3/4/18 RBS to Detroit - Airfare (Depositions)	\$440.60	
Four Points Sheraton	\$265.82	
Uber	\$17.30	
3/22/18 RBS to Houston - Bus fare (Deposition)	\$221.00	
Meals	\$5.40	
Uber	\$14.74	
Meals	\$11.86	
4/8/18 NSC to Atlanta - American Airlines	\$531.57	
Marriot Atlanta	\$592.17	
Marriott Atlanta	\$773.33	
Hertz	\$97.64	
Atlanta Airport	\$44.31	
Four Seasons - Atlanta	\$116.26	
Hertz Toll Charges	\$15.73	
Total Travel Expenses		19,781.12
Miscellaneous/Other (Mediation Fees, etc.)		
ANSI	113.00	
Mediation (Chris Nolland)	3,500.00	
Mediation (Chris Nolland)	8,750.00	
Shipp Mediation	1,950.00	
Square Cow Movers	472.50	
Total Miscellaneous Expenses		14,785.50
Total Expenses		372,956.08
Previously Requested		363,782.92
Remaining Balance		9,173.16

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

MARK AND AMBER FESSLER,	§	Civil Action File No.
ANDREW HOCKER, KEVIN REUSS,	§	4:17-cv-00001-ALM-KPJ
MATTHEW CARRERAS, CHARLES AND	§	
MICHELLE HANDLY, AARON AND	§	Hon. Judge Amos Mazzant/
STACEY STONE, and DANIEL AND	§	Hon. Magistrate Judge Priest-Johnson
SHARON SOUSA, on Behalf of Themselves and	§	
Those Similarly Situated	§	
<i>Plaintiffs</i>	§	
	§	
v.	§	
	§	
PORCELANA CORONA DE MÉXICO, S.A.	§	
DE C.V f/k/a SANITARIOS LAMOSA S.A.	§	
DE C.V. a/k/a Vortens	§	
<i>Defendant.</i>	§	

DECLARATION OF N. SCOTT CARPENTER

I, **N. SCOTT CARPENTER**, do hereby declare that I am over the age of eighteen years and not a party to the action herein. My business address is 2701 North Dallas Parkway, Parkway Centre, Suite 570, Plano, Texas 75093, and I am one of the attorneys of record for plaintiffs herein. I have personal knowledge of the facts contained herein and, if called as a witness, I could and would competently testify as follows:

1. That I am an attorney qualified to practice before all State Courts in the State of Texas and admitted to practice law before the Texas Federal District Courts in the Northern, Eastern, Western, and Southern Districts of Texas. I was admitted to the Bar in Texas in 1994 and have practiced as an attorney continually ever since, primarily as a litigation and trial attorney in my own practice. That I have also been licensed and admitted to practice law in the State of Oklahoma since 2015, and in all State and Federal Courts in the State of Idaho since January, 2019.

2. That, attached hereto as Exhibit A and incorporated herein by reference is a true and correct copy of my professional resume, which sets forth and describes my law career.
3. That, I am currently the Founding Member and Managing Partner of the law firm of Carpenter & Schumacher, P.C. The law firm was originally formed in March, 1995 under the name Law Offices of N. Scott Carpenter. In 2003, the firm's name was changed and remains known today as Carpenter & Schumacher, P.C. Attached hereto as Exhibit B and incorporated herein by reference is a true and correct copy of the Carpenter & Schumacher, P.C. firm resume.
4. That, shortly after opening my boutique litigation firm, and consistently during the past 25 years, I have handled thousands of litigation cases involving product defects. Specifically, I have litigated matters involving alleged product defects, including manufacturing, design, and marketing, against manufacturers such as Ford (speed control deactivation switch), General Motors (heated circuits for washer fluid reservoirs), Mercedes-Benz (electrical circuitry), Hamilton-Beach® (toasters), Krups® (coffee makers), tortierre floor lamp manufacturers, Sunbeam® Products (electric blankets), Corona Porcelana (manufacturing defect in toilet tanks), Whirlpool Corporation (defective dishwashers), Bath & Body Works (exploding candles), BrassKraft® and Dormont® (defective gas appliance connectors), Electrolux® (defective dryers), Watts Water Technology (plastic water filters), Rheem Manufacturing (Rheem® water tanks), and State Industries, Inc. (defective pressure relief valves), to name only a handful.
5. That in addition to the cases mentioned above, continually since 2004 I have litigated cases against manufacturers of the flexible gas tubing systems known throughout the United States as Corrugated Stainless-Steel Tubing (a.k.a. "CSST").

6. That our law firm is currently national litigation plaintiff's counsel for one of the largest insurance companies in the United States. As national litigation counsel we have been tasked to handle ALL catastrophic fire and explosion cases that occur across the southern half of the United States, from California to Florida, in product liability cases where facts support a lightning-induced CSST failure leading to a fire. The cases that we have handled just in the past two years have occurred in Kansas (\$1.9 million loss, \$2.8 million loss and \$2 million loss), Oklahoma (numerous cases involving losses of \$3.2 million, \$700,000, \$550,000, \$250,000), Florida (cases involving losses of \$1.2 million and \$160,000), Texas (cases involving losses of \$2.8 million, \$3.2 million, \$2 million and \$1.8 million), Georgia (\$250,000 loss), Arkansas (\$1.3 million loss), Mississippi (\$300,000), South Carolina (\$500,000 loss), North Carolina (\$2 million loss), and Missouri (\$400,000 loss).
7. That the above-referenced cases involved numerous product manufacturers and involved allegations and claims of defects including design and manufacturing.
8. That in 2016, along with my law partner, we achieved the award of "Top 100 U.S. Verdicts" after a jury trial involving a construction related fire in State District Court - Tarrant County, Texas.
9. That in each year since 2004, I have litigated and successfully resolved more than 60 fire and explosion cases our clients have filed against ALL of the manufacturers who design, market and sell their brand of CSST in the United States marketplace. The common theme in each case is the fact that whether the case involved a fire or an explosion, factually the cases all involved lightning-induced CSST failures resulting in catastrophic fires and/or explosions causing significant property damage. However, in at least one CSST failure

case I have handled, serious personal injury suffered by the homeowners and the death of their 31-year old male friend who was in the home visiting when lightning struck the home.

The documented failure of CSST was again the cause-in-fact of that fire and explosion.

10. The following represents a non-exhaustive list of recently settled and currently pending product liability cases my firm has/is handling:

Crockett v. Omega Flex, Cause No.: 4:16-CV-00387; United States District Court, Eastern District of Arkansas, Little Rock Division
Date Filed: 6/20/2016
Status: Pre-Trial settlement – Feb. 2018

Isaac v. Titeflex Corporation, Cause No.: 2016-CV-002294-TX; 18th Judicial District Court of Sedgwick County, Kansas
Date Filed: 10/6/2016
Status: Pre-Trial settlement

Olsen v. Titeflex Corporation, Cause No.: CJ-2017-151-02; District Court of Garfield County, Oklahoma
Date Filed: 6/2/2017
Status: Pre-Trial settlement – March, 2019

French v. Titeflex Corporation, Cause No.: 17-CV-00392-JED-FHM, United States District Court, Northern District of Oklahoma
Date Filed: 6/6/2017 (State Court Action); 7/5/2017 (Removed to Federal Court)
Status: Pre-Trial settlement

Blacks v. Titeflex Corporation, Cause No.: 1:17-CV-3147-AT, United States District Court, Northern District of Georgia, Atlanta Division
Date Filed: 6/30/2017 (State Court Action); 8/18/2017 (Removed to Federal Court)
Status: Pre-Trial Settlement

Gonzales v. Titeflex Corporation, Cause No.: 3:17-CV-00416-SDD-RLS; United States District Court, Middle District of Louisiana
Date Filed: 5/8/2017 (State Court Action); 6/29/2017 (Removed to Federal Court)
Status: Pre-Trial Settlement

Graber v. Titeflex Corporation, Cause No.: 2016-CP-08-3088, Court of Common Pleas of Berkeley County, South Carolina
Date Filed: 12/29/2016
Status: Pre-Trial Settlement

Trachsel, Sr. v. Techvalco and Metal-Fab Inc., Cause No.: 17JE-CC00835, Circuit Court of Jefferson County, Missouri

Date Filed: 11/7/2017
Status: Pre-Trial Settlement

Polston v. Ward Manufacturing
Date Filed: 02/2019
Status: Settlement discussiond ongoing

Council v. Titeflex Corporation, Cause No.: 1728512; 12th Judicial District Court
of Walker County, Texas
Date Filed: 11/14/2017
Status: Pre-Trial Settlement

Malone v. Titeflex Corporation, Cause No.: 2016CA003200000000, 10th Judicial
Circuit of Polk County, Florida
Date Filed: 9/21/2016
Status: Pre-Trial Settlement

Hines v. Pro-Flex
Jacksonville, Florida
Date Filed: N/A
Status: Pre-Suit Settlement

11. That, I am or have been lead plaintiffs' counsel in several pending and settled Federal Class Action cases involving allegations of product defect including cases filed in the Western District of Michigan against Whirlpool Corporation; New Castle, Pa. involving concussion-related allegations, and in the Western District of Missouri where we are seeking nationwide certification of a class against flexible gas tubing manufacturers.
12. That in addition to the above Class Action filed matters, I have been involved in other product defect related litigation filed in various parts of the country including the Class Action filed in Arkansas in 2005 involving defective gas tubing. In that case the parties reached an amicable settlement which included an agreement for certification of a nationwide class and payment of \$29 million in attorney fees and costs.
13. That in approximately 2006 I was involved in a case against Sunbeam Corporation wherein we sought certification of a nationwide class for plaintiffs who suffered damages from their purchase and use of an electric blanket manufactured and sold under the Sunbeam brand

- of products. That case was settled and included certification of a nationwide class of plaintiffs and payment of attorneys' fees and costs of approximately \$8 million.
14. That in addition to the above-mentioned cases, I have also recently been involved as one of many litigation counsel representing corn farmers across the Midwest against genetically-modified corn producer, Syngenta. Terms of a settlement were recently agreed upon and announced publicly which is to include payment in the approximate amount of \$1.5 billion to approximately 57,000 farmers across the United States. Attorneys' fees awarded by the Federal District Court in that case totaled \$500 million.
 15. That in May, 2019, I requested and was appointed Co-Class Counsel in a case filed in the Western District of Michigan involving Defendant's joint and concerted effort to market and sell Kenmore brand dishwashers with defective upper rack assemblies to consumers nationwide.
 16. That, in May, 2019, I requested to be appointed Class Counsel in a case filed in the Western District of Missouri involving Defendants' joint and concerted efforts to market yellow jacketed CSST (known to be unreasonably dangerous) and mislead the public by and through a national campaign of false and deceptive propaganda that demands additional expenditures by the consumer in exchange for an ineffectual "fix."
 17. That, as can be seen by my attached resume, I maintain a flourishing and successful litigation practice primarily focused in the area of product defects and consumer-related litigation, both in Texas and in numerous other States coast to coast.
 18. As a result of my education, training, and experience, as well as in my professional relationships with practicing attorneys in the Dallas-Fort Worth metroplex and reviewing state and local surveys of attorney's fee rates, as well as testifying as an expert on attorney's

fees in the *Dallas Pay Case* filed and decided in Rockwall County, Texas, I have knowledge of the rates charged by law firms handling complex litigation in the Federal District Courts of Texas and the legal work reasonably required to prepare, litigate, and resolve complex Class action litigation.

II. Work Performed in the Instant Case

19. During the Fall of 2016, and after meeting with an associate attorney in my office, I identified a systemic problem that was occurring in the Vortens manufactured toilet tanks. After that initial meeting and analysis, I and Ms. Bell-Stanton met with our associate handling property damage claims involving failed Vortens toilet tanks, reviewed numerous expert reports all related to tank failures, and consulted with our own experts, all towards determining if, in fact, there was a systemic problem with tank failures and, more importantly, to determine if there was a common root cause of these failures. Once we determined that there existed real problems with the tanks, we began our evaluation to determine the breadth and scope of the problems. Shortly after starting, we were able to determine that tanks made from as early as 2004 up to and including 2012 were experiencing the same failure mode, to wit: premature fractures caused by residual stressing from the water in the tanks.
20. On January 1, 2017, my law firm filed a lawsuit against the tank manufacturer and its successor entity, both of which are foreign entities located in Monterrey, Mexico, Benito Juarez, Mexico, and Bogota, Columbia.
21. During the entirety of this litigation, Ms. Bell-Stanton and I, along with multiple attorneys and support staff in my law firm, have worked enthusiastically, diligently, and continuously on the present matter since and throughout the time this matter has been filed. As a law

firm, we have sought to ensure that this case is properly and judicially managed, ethically handled and prosecuted, all while maintaining a high-level of integrity and truthfulness in our dealings with your Honorable Court. It has been of the utmost importance to both Ms. Bell-Stanton and I that we establish and maintain the highest level of integrity and honor in the handling of this case, both with opposing counsel and in our practice before the Court, despite being contentious and exceedingly adversarial.

22. That we have brought diligence and the highest level of commitment to the case, our Plaintiffs, and the Class Members in all that has been asked of us by both the Court and counsel for the Defendants. As will be shown below, I and my law firm have committed significant resources, financial and otherwise, to prosecuting this case on behalf of the Plaintiffs and Class Members. For the size of my law firm, this financial commitment was a tremendous undertaking.
23. We continue to maintain office facilities and staff in Texas to enable us to do whatever is required to obtain Final approval of the Settlement so that Class Members are able to finally receive much-needed, and sought-after compensation for failed tanks.
24. That it is my opinion that the issues presented in this class action are issues of law with which I am familiar. I am fully qualified to act, along with Ms. Bell-Stanton, as counsel for the Plaintiffs and Class Members who, have declared, that they are happy with the settlement and that they wish Ms. Bell-Stanton and I to continue our representation of them through and after the date when this Court issues its Final Approval Order.
25. This case has been thoroughly litigated, was complex and time consuming especially as compared to other product liability and consumer-related class action litigation I have been involved in. The Defendant retained and utilized multiple attorneys and support staff at a

large and respected Dallas based law firm, as well as multiple foreign national attorneys in Mexico and Columbia, to defend against Plaintiffs' claims. In fact, it was not unusual for Defendant to have no fewer than two (2), and three (3) or more attorneys (and at times five (5) attorneys) attend the corporate designee and other witness depositions, as well as the plant inspections we conducted in Monterrey and Benito Juarez, Mexico.

26. This case involved numerous complex issues of law and fact including scientific, forensic, and root failure analysis of the materials and manufacturing of ceramic products. It required Plaintiffs' counsel to study up on the manufacturing process of ceramic products, the composition of raw materials, the firing times and temperatures of commercial kilns, including thermal curves involved in firing porcelain products, and quality checks specific to final products.
27. Throughout this case, Carpenter & Schumacher attorneys formulated legal arguments for Plaintiffs' and Class Members' claims; met with and interviewed named plaintiffs and numerous absent class members, many of which own Vortens toilet tanks manufactured outside of the Settlement Class; evaluated and investigated relevant facts and many other circumstances giving rise to this litigation; incorporated knowledge from prior experiences working on complex product liability litigation to bolster the work and efforts in this case; discussed the factual claims and root cause failure analysis with retained experts, including ceramics experts, six sigma experts with specific experience and expertise in statistical analysis of product failure rates; worked with experts to prepare reports and to provide sworn testimony; drafted operative pleadings and motions; managed discovery both received and propounded; drafted and/or reviewed more than 250 filings including responses to multiple dispositive motions filed by defendants, and a motion to strike class

allegations; took or defended multiple depositions both domestically and those that required Plaintiffs' counsel to travel to Mexico; reviewed and catalogued more than 10,000 pages of documents, most of which were produced by defense counsel in Spanish which required extra time and expense on the part of Plaintiffs' counsel; we employed additional staff to assist with translating documents produced by defense counsel including complicated graphs and charts involving time and temperature curves; argued and/or assisted with the preparation of the arguments to be made in connection with various filings; reported to the Court as to the progress of certain matters including certification, settlement discussions, mediation; prepared for and attended hearings including certification and discovery disputes.

28. That Ms. Bell-Stanton and I have competently and aggressively handled the logistics of legal representation in this case and, to date, complied with discovery requests propounded upon us, including deposition requests of the plaintiff representatives, and supplementation of discovery responses as we are obligated to do under the Federal Rules of Civil Procedure.
29. In addition, Ms. Bell-Stanton and I participated in three separate days of mediation before two separate and highly respected mediators in Dallas, Mr. Christopher Nolland and John Shipp (selected by defense counsel). In preparation for the three days of mediation my firm prepared and presented multiple mediation statements, and other documents in an effort to assist the mediator and the parties in their work to reach an agreement, and to inform the mediators of the status of the case, briefing and case management schedules, as well as position statements. That the mediations, independently and collectively, at times were complex, protracted, contentious and adversarial, and required decisions to be made by

multiple persons on the defense side, both in attendance and not. Ultimately, and only after the Court granted Class certification for tank owners in Texas, these collective efforts resulted in terms being agreed to for a final settlement of Plaintiffs' and Class Members' claims. The proposed Settlement was reached on behalf of the Class was done separate, apart and independently of any discussions between the parties as to attorneys' fees and expenses. Despite best efforts by the parties, no agreement could be reached as to Plaintiffs' claims of manufacturing defects outside of the 2007-2011 time period.

30. My firm committed additional staff to draft the Term Sheet, proposed Settlement Agreement, the Motion for Preliminary Approval of the Equitable Relief Settlement Class, the Application for Attorneys' Fees, Expenses and Service Awards for the Class Representative, as well as the various Notices being sent to Class Members as required by law.
31. Soon after the proposed Settlement was agreed to and signed by the parties, I and Ms. Bell-Stanton drafted the Long and Short Form Notices, and other notice related documents necessary for the third-party notice administrator, Epiq, to comply with its obligations. I also participated, worked, and continue to work directly with the Epiq on issues related to notice and appropriate claims administration including website content, acceptable claims handling including payment of Class benefits, and direct notice to class members who had either contacted my law firm staff directly or had been included on the claims form we received from defense counsel.

III. Lodestar for Work Performed

32. I am familiar with the billing rates attorneys in the Dallas-Fort Worth legal community charge both from a defense perspective and those who represent plaintiffs given I regularly

interact with attorneys from both sides of the Bar and because I maintain a general awareness of rates currently being charged by attorneys. I am also familiar with the factors that may be considered in determining the reasonableness of attorneys' fees as set forth in Rule 1.04(b) of the Texas Disciplinary Rules of Professional Conduct which, are for the most part, adopted by the State and Federal courts.

33. In assessing an appropriate and reasonable billing rate for this case, I consulted with counsel across the metroplex, including defense counsel who handle complex litigation in the various Federal District Courts in Texas, as well as the 5th Circuit. I have also worked with attorneys who handle complex class action litigation in Texas, as well as other parts of the country, and have a working understanding for the range of hourly billing rates charged by my colleagues.
34. My law firm also commissioned a Survey by the *National Association of Legal Fee Analysis* ("NALFA"). This association conducts surveys of billing rates of attorneys across the country and, when requested, of targeted areas. In my attempt to provide the most accurate, up-to-date information as it relates to attorney billing rates in Dallas-Fort Worth, in 2019 we requested that NALFA conduct a survey of local attorneys taken from the NALFA database. The results of the NALFA survey are included in the Appendix to *Plaintiffs' Motion for Approval of Service Awards, Fee Application, and Request for Reimbursement of Litigation Expenses*.
35. I have performed significant work and committed considerable resources for and on behalf of class members, both in Texas as well as nationwide. The firm's billing documentation and time reports are included in the Appendix. The information provided herein sets forth, in great detail and description, the work required and time incurred to prosecute this case

through January 17, 2020. The billing documentation and time reports attached hereto and incorporated herein reflect a true and correct computation of my time, as well as the time expended in this case by support staff employed by my firm. I have reviewed, and I am quite familiar with the work and expenditures of time reflected on the firm's billing documentation and time reports, and all the hours performed were reasonable and necessary in representing the Plaintiffs and the Class Members. The time entries for myself and those of support staff, all under my supervision, were made contemporaneously, or soon after the work was performed. The time indicated on my firm's billing documentation and time reports reflects actual time expended on the tasks described.

36. My firm has not charged for significant travel time or other travel related expenses unrelated to obtaining a recovery for the Equitable Relief Settlement Class.
37. My law firm is representing the Plaintiff Representatives at no cost to them. My firm will not receive any additional compensation from the Plaintiff Representatives in achieving the settlement or recovery of the service awards requested, with Court approval.
38. The hourly rates claimed by myself and Ms. Bell-Stanton (\$695/hr and \$675/hr., respectively) are extremely reasonable for plaintiffs to engage counsel with qualifications similar to ours. Many of my contemporaries, who have been practicing law for less time or as long as me, are charging far higher rates. I am personally familiar with attorneys at other firms in Dallas who are handling complex litigation who bill at much higher rates.
39. Carpenter & Schumacher law firm has reproduced a breakdown of the time spent, hourly rates, and lodestar for each C&S lawyer and staffer as part of the Appendix to Plaintiffs' Motion for an Award of Fees and Litigation Expenses. With that stated, I spent a segregated 80.90 hours in the prosecution of the remaining claims to this exceptional result.

40. Many of the legal support staff at my firm traditionally perform work normally done by attorneys. The staff at my firm who performed work on this case have knowledge of the legal system, procedures, legal research and writing skills that they used to assist the plaintiffs. They are skilled and competent, and the rates claimed for them are reasonable and typical in this legal market. I believe that the fees requested in Plaintiffs' Fee Application are fair and reasonable under 5th Circuit precedent, especially considering the extraordinary relief we obtained for Class Members. I also believe that the requested service awards are fair and warranted given the time, focus, and energy the Class Representatives devoted to this case over the past three plus years.
41. There were many known or later discovered complicated legal and procedural issues in this case that made it extremely undesirable for private attorneys to pursue, namely: named defendant withdrew its Texas corporate charter/status soon after my law firm notified the Attorney General of Texas, as required to do so, about our case filings and the claims made therein. Any other firm prosecuting claims against a foreign-based corporation (Mexico & Bogota, Columbia) would have ceased litigation for no other reason than to avoid the tremendous costs such litigation poses.
42. As part of the proposed Settlement, Class Counsel agreed to have the Court determine an appropriate amount of attorneys' fees to be awarded in this case, as well as litigation expenses to be reimbursed, and an appropriate service award to be paid to the Class Representatives. All sums to be awarded by the Court will not reduce the monies to be paid to Class Members. The other terms of the proposed Settlement are in no way contingent on Class Counsels' fees or expense reimbursement requests.

43. As of January 17, 2020, Class Counsel has advanced **\$372,956.08** in unreimbursed litigation expenses directly related to the 2011 Class Settlement and in obtaining a recovery for the 2007-2010 Class members herein. Of that amount, Class Counsel has requested reimbursement in the amount of **\$363,782.92** through their Motion for Attorneys' Fees and Reimbursement of Expenses in Cause No. 4:19-cv-248, and now requests reimbursement herein for additional expenses totaling **\$9,173.16**. Total expense reimbursement sought by Class Counsel equals **\$372,956.08** for both cases, a collective amount less than the \$500,000 threshold amount per the agreement reached with defendants' counsel.
44. The expenses incurred are reflected in the expense spreadsheet and all are based on the actual costs of goods and services necessary for the preparation and prosecution of this case or are based on reasonable market-based rates (such as \$.10/page for copying expenses performed in-house). For the more expensive line-items, such as experts and court reporter/videographer charges, many of those charges were at lower than normal rates given the work requested and required by those outside vendors due to the complexity of this case. By way of example, the firm's court reporter did not bill the Plaintiffs for travel related expenses to Mexico. Additionally, when outside of the country conducting depositions we would use Uber for transportation or a private driver at a much reduced, pre-negotiated price, and would coordinate travel with our vendors so that we would all travel in the same vehicle. Attached to Plaintiffs' motion and made a part of the Appendix, incorporated herein is my firm's litigation expense spreadsheet which sets forth in reasonable detail the additional expenses incurred in prosecuting this case.

45. Given the exceptional result achieved for all 2007-2010 Class Members, the expenses incurred were both reasonable and necessary in the proper handling and prosecution of this very complex, highly contentious, hard-fought, and adversarial litigation.
46. In determining that the Attorneys' Fees and litigation expenses were reasonable and necessary, I have considered 1) the nature of the case, 2) the claims and defenses, 3) the fees customarily charged in the relevant marketplace for similar legal services, 4) the likelihood that accepting and handling this case would preclude me and my firm's attorneys from accepting other employment, 5) the results obtained, 6) the amount of time spent litigating this case, 7) the novelty (as so aptly pointed out by defense counsel) and difficulty of the issues involved, 8) the skill required to perform the legal services properly and promptly, 9) the length of the relationship between counsel and the Plaintiffs, 10) the experience, reputation, and abilities of lawyers performing the services, and 11) whether the fee is fixed or contingent. A breakdown of the additional litigation expenses advanced in this case through January 17, 2020 appears below:

Description	Current Amount	Cumulative Total
Photocopy Vendor		5,748.47
Internal Reproduction/Copies		187.00
Court Fees (Filing costs, etc.)		532.00
Court Reporters/Transcripts/Record Requests		
CSI Global (Invoice 60548) - Translations Batch 1 - Porcelana Docs)	\$800.75	
Day Translations	\$2,768.59	
CRC (Invoice 136777) - Deposition of Eldemiro Trevino	\$1,408.40	
CSI Global (Invoice 60871) - Video - Eldemiro Trevino	\$3,142.50	
CRC (Invoice 136879) - Deposition of Sergio Villegas	\$679.15	
CSI Global (Invoice 60876) - Video - Jesus Gutierrez	\$2,258.00	
CRC (Invoice 136597) - Deposition of Etienne Cardinal	\$1,050.60	
CSI Global (Invoice 60882) - Video - Etienne Cardinal	\$2,329.00	
CSI Global (Invoice 60883) - Video - Sergio Villegas	\$1,313.00	

CRC (Invoice 136539) - Deposition of Jesus Gutierrez	\$1,029.30	
CSI Global (Invoice 60884) - Appearance Fee - Gustavo Duenez	\$350.00	
CSI Global (Invoice 213082) - Records from Doyen Sebesta	\$52.50	
Day Translations (Invoice 44300)	\$3,800.00	
CSI Global (Invoice 219053) - Records from Paul Taylor Homes	\$399.30	
CSI Global (Invoice 219202) - Records from Weekley Homes	\$136.50	
CSI Global (Invoice 219203) - Records from Trendmaker Homes	\$136.50	
CSI Global (Invoice 219204) - Records from Riverstone Builders	\$136.50	
CSI Global (Invoice 219205) - Records from Planation Homes	\$136.50	
CSI Global (Invoice 219206) - Records from Partners In Building	\$136.50	
CSI Global (Invoice 219207) - Records from Meritage Homes	\$136.50	
CSI Global (Invoice 219208) - Records from DR Horton	\$409.50	
CSI Global (Invoice 219209) - Records from Beazer Homes	\$136.50	
DTI (Invoice M-166273) - Deposition of Mark Fessler	\$758.20	
CSI Global (Invoice 220960) - Records from Weekley Homes, LLC	\$136.50	
CSI Global (Invoice 220961) - Records from Plantation Homes	\$162.75	
CSI Global (Invoice 220993) - Records from Riverstone Builders	\$137.40	
CSI Global (Invoice 61967) - Video - Eldemiro Trevino - Replacement DVD	\$25.00	
CSI Global (Invoice 61968)v - Video - Jesus Gutierrez - DVD Replacement	\$25.00	
CSI Global (Invoice 222978) - Records from Meritage Homes	\$136.50	
CSI Global (Invoice 222979) - Records from New Tex Plumbing	\$136.50	
CSI Global (Invoice 222980) - Records from Northside Plumbing Supply	\$136.50	
CSI Global (Invoice 222981) - Records from Mike Ray and Associates	\$136.50	
CSI Global (Invoice 222982) - Records from Moore Supply Company	\$136.50	
CSI Global (Invoice 222983) - Records from Chaparral Plumbing Contractors	\$136.50	

EPIQ (Invoice M-179324) - Deposition of John Mecholsky, Jr.	\$690.60	
CSI Global (Invoice 226815) - Records from Northside Plumbing	\$168.00	
CSI Global (Invoice 226816) - Records from Chaparral Plumbing Contractors	\$168.00	
CSI Global (Invoice 226817) - Records from Mike Ray and Associates	\$168.00	
CSI Global (Invoice 226818) - Records from Moore Supply Company	\$168.00	
EPIQ (Invoice M-183577) - Deposition of Shawn Casper	\$678.00	
CSI Global (Invoice 226591) - Records from John Michael Ray	\$208.90	
CSI Global (Invoice 226592) - Records from CWR, Inc.	\$102.00	
CSI Global (Invoice 226593) - Records from Corbett, Wingard, Ray, Inc.	\$102.00	
CSI Global (Invoice 227678) - Records from DR Horton, Inc.	\$168.00	
CSI Global (Invoice 63533) - Deposition of Wilson Martinez	\$2,742.80	
CSI Global (Invoice 63734) - Deposition of Sergio Villegas	\$86.03	
CSI Global (Invoice 63731) - Video Synchronization - Eldemiro Trevino	\$294.74	
CSI Global (Invoice 63732) - Video Synchronization - Jesus Gutierrez	\$246.03	
CSI Global (Invoice 63733) - Video Synchronization - Etienne Cardinal	\$256.75	
CSI Global (Invoice 63570) - Deposition of Mike Ray & Associates	\$1,939.40	
Day Translations (Invoice 51404)	\$2,271.56	
EPIQ (Invoice M-188232) - Deposition of David Ahearn	\$916.60	
CSI Global (Invoice 228893) - Records from Hajoca Corporation	\$136.50	
CSI Global (Invoice 228894) - Records from The Home Depot	\$136.50	
CSI Global (Invoice 228895) - Records from Lowes Home Improvement	\$136.50	
CSI Global (Invoice 228896) - Records from Mansfield Plumbing	\$138.00	
CSI Global (Invoice 228897) - Records from Mega Western Sales	\$136.50	
CSI Global (Invoice 228898) - Records from Mustang Plumbing	\$136.50	
Day Translations (Invoice 51553)	\$50.00	

CSI Global (Invoice 229504) - Records from Meritage Homes of Texas	\$162.75	
CSI Global (Invoice 229659) - Records from Mustang Plumbing	\$162.75	
CSI Global (Invoice 231172) - Records from Weekley Homes	\$183.75	
CSI Global (Invoice 231173) - Records from Trendmaker Homes	\$147.00	
CSI Global (Invoice 231174) - Records from Partners in Building	\$183.75	
CSI Global (Invoice 231175) - Records from Beazer Homes Texas	\$147.00	
CSI Global (Invoice 231176) - Records from Hajoca Corporation	\$183.75	
CSI Global (Invoice 231177) - Records from Lowes Home Improvement	\$183.75	
CSI Global (Invoice 230880) - Records from Mega Western Sales	\$223.50	
CSI Global (Invoice 231348) - Records from Pulley & Associates	\$349.50	
CSI Global (Invoice 232077) - Records from Spirit Group, Inc.	\$136.50	
CSI Global (Invoice 232151) - Records from HC Miller Company	\$136.50	
CSI Global (Invoice 232152) - Records from Summit Sales	\$136.50	
CSI Global (Invoice 232153) - Records from Smith & Stevenson	\$136.50	
CSI Global (Invoice 232154) - Records from Parks-Peyton, Inc.	\$136.50	
CSI Global (Invoice 232427) - Records from The Home Depot	\$168.00	
CSI Global (Invoice 232429) - Records from Mansfield Plumbing	\$126.00	
CSI Global (Invoice 232430) - Records from Summit Sales, LLC	\$147.00	
CSI Global (Invoice 232431) - Records from Spirit Group, Inc.	\$126.00	
CSI Global (Invoice 232432) - Records from Parks-Peyton, Inc.	\$126.00	
CSI Global (Invoice 235726) - Records from HC Miller Company	\$126.00	
CSI Global (Invoice 237931) - Records from Smith & Stevenson	\$126.00	
Dipti Patel (Invoice DPS) - Hearing transcript	\$48.50	
Shea Sloan, CSR - Transcript of Class Cert Hearing	\$683.85	

Baker Realtime Reporting (Invoice 72159) - Deposition of Sergio Villegas (non-appearance)	\$534.50	
CRC (Invoice 147468) - Deposition of Sergio Villegas	\$2,115.00	
Epiq (Invoice M-233842) - Deposition of Shawn Casper	\$398.60	
Chris Hwang - Transcript from 7/24/19 hearing	390.66	
Chris Hwang - Transcript	89.25	
CSI (Invoice 265814) - Records from New Texas Plumbing	1,158.15	
Total Court Reporting Fees		46,029.36
Research (WestLaw/Lexis, etc.)		18,037.30
Express Delivery/Messenger		1,681.52
Professional Fees (expert, investigator, accountant, etc.)		
Brian Bakale Consulting (Invoice 1021)	3,067.09	
AB Trial Presentation (Invoice 159402)	3,186.69	
Cook's National (Invoice 28283)	333.84	
Cook's National (Invoice 28286)	333.84	
Cook's National (Invoice 28287)	333.84	
Cook's National (Invoice 28288)	333.84	
Cook's National (Invoice 30241)	571.97	
Cook's National (Invoices 28453-28477)	1,238.16	
ESI (Invoice 0540894-IN)	45,564.11	
ESI (Invoice 0544325-IN)	83,592.63	
ESI (Invoice 0546664-IN)	21,315.07	
ESI (Invoice 0546684-IN)	4,370.00	
ESI (Invoice 0548248-IN)	22,484.07	
ESI (Invoice 0548252-IN)	8,990.00	
ESI (Invoice 0552387-IN)	1,000.00	
ESI Global (Invoice 0550464-IN)	1,572.24	
ESI Global (Invoice 0579227-IN)	1,000.00	
Goodson Engineering (Invoice 32088)	150.00	
Goodson Engineering (Invoice 31171)	3,112.50	
Goodson Engineering (Invoice 31326)	361.19	
Goodson Engineering (Invoice 30653)	7,187.55	
John J. Mecholsky, Jr., Ph.D.	15,801.07	
John J. Mecholsky, Jr., Ph.D.	6,500.00	
ESI (Invoice 0560530-IN)	1,000.00	
ESI (Invoice 0563683-IN)	14,335.48	
ESI (Invoice 0565472-IN)	7,623.89	
ESI (Invoice 0567845-IN)	1,159.74	
ESI (Invoice 0569583-IN)	1,000.00	
ESI Global (Invoice 0579227-IN)	1,000.00	
Goodson Engineering (Invoice 32632)	150.00	

Goodson Engineering (Invoice 32944)	150.00	
NALFA (Invoice 19-0016)	5,000.00	
Goodson Engineering (Invoice 33249)	150.00	
ESI (Invoice 0584532-IN)	1,000.00	
Goodson Engineering (Invoice 33840)	150.00	
ESI (Invoice 0591822-IN)	1,000.00	
Total Professional Fees		266,118.81
Witness/Service Fees		55.00
Travel (Air Transportation, Ground Travel, Meals, Lodging, etc.)		
3/8/17 NSC and RBS (Houston - Town Hall Meeting)		
Hertz Rental Car	\$126.69	
Southwest Airlines (NSC) to Houston	\$493.88	
Southwest Airlines (RBS) to Houston	\$493.88	
Spring Creek BBQ - Town Hall mtg	\$26.24	
10/22/17 NSC and RBS (Mexico - Depositions)		
American Airlines (NSC, RBS and Videographer (Alexis Frank))	\$1,936.95	
Meals (Mexico)	\$486.75	
Quinta Real	\$5,023.53	
Quinta Real	\$1,381.91	
Change Flight Fees	\$400.00	
11/21/17 RBS (Houston) - Southwest Airlines	\$503.96	
1/2/18 NSC and RBS (Mexico - Plant Inspection)		
American Airlines	\$1,369.76	
Camino Real Monterrey	\$618.80	
Meals	\$42.82	
Valet	\$60.38	
Airport Valet	\$72.07	
Meals (Mexico)	\$480.54	
Uber	\$18.76	
2/18/18 NSC to Gainesville - American Airlines (Depositions)	\$605.88	
2/18/18 NSC to Jacksonville American Airlines (Depositions)	\$543.50	
Hilton University Conf Center	\$450.94	
Advantage Rental Car	\$60.64	
Meals (Florida)	\$61.14	
Meals (Florida)	\$102.44	
Southwest (Orlando to Dallas - NSC)	\$441.98	
Travel (NSC - Florida)	\$660.42	
Hertz Rental Car	\$169.53	

3/4/18 RBS to Detroit - Airfare (Depositions)	\$440.60	
Four Points Sheraton	\$265.82	
Uber	\$17.30	
3/22/18 RBS to Houston - Bus fare (Deposition)	\$221.00	
Meals	\$5.40	
Uber	\$14.74	
Meals	\$11.86	
4/8/18 NSC to Atlanta - American Airlines	\$531.57	
Marriot Atlanta	\$592.17	
Marriott Atlanta	\$773.33	
Hertz	\$97.64	
Atlanta Airport	\$44.31	
Four Seasons - Atlanta	\$116.26	
Hertz Toll Charges	\$15.73	
Total Travel Expenses		19,781.12
Miscellaneous/Other (Mediation Fees, etc.)		
ANSI	113.00	
Mediation (Chris Nolland)	3,500.00	
Mediation (Chris Nolland)	8,750.00	
Shipp Mediation	1,950.00	
Square Cow Movers	472.50	
Total Miscellaneous Expenses		14,785.50
Total Expenses		372,956.08
Previously Requested		363,782.92
Remaining Balance		9,173.16

47. Expenses advanced by Class Counsel are supported by receipts, expense records, and similar documentation maintained in the ordinary course of business by my firm with specific reference to this case.
48. It is important to note and emphasize that Class Counsel's responsibilities did not end with the Court granting preliminary approval of the proposed settlement. Class Counsel has, and will continue to, expend numerous additional hours monitoring the Settlement Administrator, fielding calls from Class Members, monitoring claims made by Class Members to ensure that such claims are eligible for payment and, if not, determine why, as

well as coordinating with counsel for the Defendants on any Claims they deem to be ineligible, as we have already done. Class Counsel will continue to expend time and resources over the next couple of months through the Fairness Hearing, and on through the Claims Period. Class Counsel will be required to respond to any potential objectors, conduct objector depositions, and respond accordingly to objectors, if any, before and at the Fairness Hearing now that Rule 23 of the Federal Rules mandates that objectors attend the final approval hearing.

49. The relief and benefits to be extended to Class Members is, to be modest, exceptional. The proposed Settlement provides, in addition to a warranty extension on tanks otherwise outside of any statutory warranty, CASH benefits paid without any contingencies or requirements that eligible Class Members do something in order to obtain their much-needed benefits. Cash benefits amounting to up to \$300 PER TANK, to be paid free of contingencies directly to consumers. At a minimum, there are no less than 30,000 class members representing, at a minimum, 75,000 affected tanks in the State of Texas.
50. I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on this, the 17th day of January, 2020.

/s/ N. Scott Carpenter
N. SCOTT CARPENTER

N. SCOTT CARPENTER

N. Scott Carpenter has been a trial attorney since 1994 and since that time has been representing victims who suffer serious personal injury due to catastrophic fires and explosions, auto defects, construction site negligence, significant product defects, lightning-induced gas piping failures, and construction defect cases. Mr. Carpenter continues to handle cases for clients from California to Boston, across the Midwest including Missouri, Arkansas, Oklahoma, Texas, Indiana, Ohio, Minnesota, and along the Eastern seaboard including Boston, Philadelphia, Pittsburgh, North & South Carolina, Florida, Alabama, and Georgia.

Mr. Carpenter is well-respected for his legal and business acumen when handling complex litigation, and his ability to get to the bottom line for his clients. N. Scott Carpenter is serious about victims' rights when it comes to product manufacturers who choose profits ahead of consumer safety. He has worked tirelessly and successfully in bringing reforms to changes in product design, and to local and national standards for consumer products such as floor lamps, coffee makers, toaster ovens, flexible gas tubing (CSST), electric blankets, auto defects, and other unreasonably dangerous products that cause serious injuries and death. Mr. Carpenter is unrelenting when it comes to prosecuting cases against manufacturers who sell their bad products to his clients.

BIOGRAPHY

N. Scott Carpenter was born in Nyack, New York in 1964. Upon leaving New York he was raised on a farm in Northwest Ohio for a short time before moving to North Texas with his family in 1971.

In 1991, at the age of 27, Mr. Carpenter put himself through law school by working part time as a clerk in a mid-sized Dallas law firm. Attending law school in the summers allowed him to complete his law studies in less than three years.

Mr. Carpenter is the only member of his extended family to graduate law school and to practice law on a full-time basis. Mr. Carpenter began his law career in 1994, and after only a few short months after passing the Bar exam he opened his own law firm and began representing individuals in personal injury cases. In a few short years he grew his firm from a small fledgling practice to one with seven lawyers and an equal number of support staff. Today, he is well-known nationally for his work in bringing much needed design and manufacturing changes to numerous consumer products, all of which have caused property damage, personal injury, and death.

PHILANTHROPIC WORK

N. Scott Carpenter has served his community much the same way he serves his clients, with passion, commitment, and perseverance. Whether it is from his work on the Plano Parks Foundation, Plano Symphony Orchestra, Board of Trustees of the Plano Independent School District, the Volunteer Center of Collin County, or when he graduated from Leadership Plano-Class XIV and served in the local Rotary Club, Mr. Carpenter has shown a level of commitment that far surpasses the norm. He is fiercely loyal to colleagues, friends, and his family. Mr. Carpenter is very charitable and giving when it comes to his church and organizations that can demonstrate that they give back more to those in need than they spend on corporate governance.

He demonstrates a quality not found often in lawyers – he truly places service to others ahead of storing up worldly possessions. Loyalty, honor and respect are three hallmarks by which Mr. Carpenter practices law and are characteristics he expects from those that surround him.

PROFESSIONAL PHILOSOPHY

Mr. Carpenter reveres the Law and his Profession and has pledged in his professional and private life to deal with his fellow members of the Bar with dignity and respect. Mr. Carpenter is guided by a fundamental sense of integrity and a need to be a strong and effective advocate for his clients. Mr. Carpenter's word is his bond, and he demands the same from any counsel that oppose him and his clients. Mr. Carpenter believes strongly that lawyers can be zealous advocates for their clients while also being decent and courteous. His clients, the public, and all members of the Bar rightfully expect him to be a tough advocate, but they also expect him to be respectful where others are deserving.

MEMBERSHIPS

N. Scott Carpenter's memberships and community involvement stretch for decades and demonstrate the high level of commitment he has to both his community and his clients. Mr. Carpenter was selected for membership in the Order of Barristers while in law school. Known as a national honor society that recognizes third-year law students for excellence and achievement in oral and written advocacy, Mr. Carpenter was an obvious choice for the tenacity, hard work, and commitment he showed during his law school career. As a compliment to his advocacy Mr. Carpenter not only participated in Moot Court and Mock Trial competitions, he won competitions on a consistent basis.

After opening his law office in 1995 Mr. Carpenter quickly rose through the ranks of his local Bar association from Secretary to President-Elect, to President.

Mr. Carpenter is a member of the State Bar of Texas, State Bar of Oklahoma, as well as the American Bar Association.

He is licensed in all Federal District Courts and the Supreme Court of Texas.

CARPENTER & SCHUMACHER, P.C.

N. Scott Carpenter is the Founding Member and Managing Partner of the law firm of Carpenter & Schumacher, P.C. The law firm was originally formed in March of 1995 under the name Law Offices of N. Scott Carpenter. In 2003, the firm's name was changed and remains known today as Carpenter & Schumacher, P.C.

During the past 23 years, Carpenter & Schumacher, P.C. has handled thousands of cases involving product defects. Examples of product defect litigation undertaken by the firm includes manufacturing, design, and marketing, against manufacturers such as Ford (speed control deactivation switch), General Motors (heated circuits for washer fluid reservoirs), Mercedes-Benz (electrical circuitry), Hamilton-Beach® (toasters), Krups® (coffee makers), torchiere floor lamp manufacturers, Sunbeam® Products (electric blankets), Whirlpool Corporation (defective dishwashers), Bath & Body Works (exploding candles), BrassKraft® and Dormont® (defective gas appliance connectors), Electrolux® (defective dryers), Watts Water Technology (plastic water filters), Rheem Manufacturing (Rheem® water tanks), and State Industries, Inc. (defective pressure relief valves).

Carpenter & Schumacher, P.C. is currently national litigation counsel for one of the largest insurance companies in the United States. As national litigation counsel we have been tasked to handle catastrophic water damage cases where facts support a defect in Vortens™ toilet tanks. Specifically, my firm has prosecuted cases involving toilet tanks that have spontaneously cracked due to residual stresses created from defects developed during the manufacturing of Vortens™ tanks, all of which have the potential to cause catastrophic water damage.

Along with law partner Rebecca-Bell Stanton, Scott Carpenter is currently lead plaintiffs' counsel in a number of unrelated matters involving allegations of product defect including a case filed in the Northern District of California against Whirlpool Corporation (since transferred to the Western District of Michigan); a case filed in the Western District of Pennsylvania involving allegations of defects in corrugated stainless steel tubing manufactured by Pro-Flex, LLC and Tru-Flex entities, and; a case filed in New Castle, Pa. involving concussion-related allegations against the local state athletic association. Carpenter & Schumacher, P.C. has also recently been involved as one of many litigation counsel representing corn farmers across the Midwest against genetically-modified corn producer, Syngenta. Terms of a settlement were recently agreed upon and announced publicly which is to include payment in the approximate amount of \$1.51 billion to more than 100,000 farmers across the United States.

Participating Lawyers of Carpenter & Schumacher, P.C.

N. Scott Carpenter

N. Scott Carpenter is the Founding Member and Managing Partner of Carpenter & Schumacher, P.C. He has been a trial attorney since 1994 and since that time has been representing individuals affected by catastrophic fires and explosions, auto defects, construction site negligence, significant product defects, lightning-induced gas piping failures, and construction defect cases.

Mr. Carpenter is an attorney qualified to practice before all State Courts in the State of Texas and admitted to practice law before the Texas Federal District Courts in the Northern, Eastern, Western, and Southern Districts of Texas. He was admitted to the Bar in Texas in 1994 and is licensed and admitted to practice law in the states of Oklahoma and Idaho.¹

Mr. Carpenter's involvement in product defect related litigation extends nationwide. Continually since 2004, he has litigated and settled cases against numerous manufacturers of the flexible gas tubing systems known throughout the United States as Corrugated Stainless Steel Tubing (a.k.a. "CSST"). His involvement in class action litigation includes obtaining national settlement certification on allegations against multiple manufacturers of CSST product, certification of a nationwide class against Sunbeam Corporation involving electric blankets, and most recently as one of many litigation counsel representing corn farmers against genetically-modified corn producer, Syngenta.

Along with law partner Rebecca Bell-Stanton, Mr. Carpenter is currently lead plaintiffs' counsel in a number of unrelated matters involving allegations of product defect including a case in the Western District of Michigan against Whirlpool Corporation, and a case filed in the Western District of Pennsylvania involving allegations of defects in corrugated stainless-steel tubing manufactured by Pro-Flex, LLC and Tru-Flex entities.

Rebecca Bell-Stanton

Rebecca Bell-Stanton is a Partner with nearly twenty years of experience in representing both plaintiffs and defendants. Her primary practice at Carpenter & Schumacher, P.C. is in the class action litigation field, representing clients on a number of product liability and consumer claims across the United States. Prior to joining Carpenter & Schumacher, P.C., Ms. Bell-Stanton was a Partner at the law firm of Fee, Smith, Sharp & Vitullo, LLP, Dallas, Texas.

Ms. Bell-Stanton was admitted to the Bar in Texas in 2000 and have practiced as an attorney continually ever since, primarily as a litigation attorney both in trial and appellate practices. She is also licensed and admitted to practice law in the Commonwealth of Pennsylvania and is admitted to practice law before the Federal District Courts in the Northern, Eastern, Western, and Southern Districts of Texas, Eastern District of Pennsylvania, and Western District of Michigan. She is further admitted to practice law in the United States Court of Appeals for the Fifth Circuit, and the United States Court of Appeals for the Eighth Circuit. Rebecca has handled complex multi-party cases across the United States including Texas, Georgia, Florida, Tennessee, Pennsylvania, Nebraska, and Arizona.

Ms. Bell-Stanton has been actively involved in class action lawsuits against manufacturers such as Pro-Flex, LLC, Tru-Flex, LLC, and Tru-Flex Metal Hose, Corp. (corrugated stainless-steel tubing), Whirlpool Corporation (defective dishwashers), Toshiba (computer hardware), and Sharp (computer components). Additionally, she litigates complex products liability cases against manufacturers such as Bath & Body Works (exploding candles), JLG (aerial work platforms), Terex (skid steer), MQ Power (portable generators), and Bobcat (loaders).

¹ Pending swearing in.

Craig Schumacher

Craig M. Schumacher joined the Carpenter Law Firm in 2003 as an experienced trial attorney. In March, 2010, Mr. Schumacher became a partner and the firm name was changed to Carpenter & Schumacher, P.C. Prior to joining the firm, Mr. Schumacher was an attorney and case manager for the prestigious national personal injury law firm of Baron & Budd, P.C. At Baron & Budd, he specialized in environmental and toxic tort litigation. His experience includes all aspects of representing industry groups and companies on product liability and insurance subrogation matters involving commercial and property and casualty claims. Mr. Schumacher has represented clients before every level of state and federal courts and has tried cases in numerous states around the country including Texas, Ohio and New York.

Following graduation from law school, Mr. Schumacher served as an Assistant District Attorney in the Smith County District Attorney's Office in Tyler, Texas. As an Assistant DA, he prosecuted more than 125 jury trials to verdict, including three capital murder death penalty cases.

Doug Heuvel

Douglas C. Heuvel joined the firm in 2014. Mr. Heuvel's practice focuses on property loss subrogation matters. He has extensive experience in products liability and commercial litigation, and practices in both state and federal courts. His legal expertise also includes representing businesses in complex litigation matters including breach of contract and business tort cases.

Mr. Heuvel began his legal career in 2002 at the international law firm of Thompson & Knight, LLP in Dallas, Texas.

Additional Participating Legal Team Members

Sabina Pincus

Sabina (Yushkevich) Pincus graduated from the Texas A&M School of Law with Juris Doctor in May 2013 and is licensed to practice in all courts in the State of Texas. Ms. Pincus initially clerked with the Honorable Martin Hoffman from May 2011 – July 2011 and with Jee Law, PLLC from September 2011 through October 2012 as a Law Clerk. She later joined the firm of Fee, Smith, Sharp & Vitullo, LLP, Dallas, Texas as a Law Clerk in June 2012, where she worked a few months prior to becoming a full time litigation associate in September 2013. She continued her work as an associate attorney with Fee, Smith, Sharp & Vitullo, LLP through September 2016, at which time she became an Account Executive at Courtroom Sciences, Inc. from September 2016 to the present.

Ms. Pincus opened her own law practice in December 2017 and is proficient in multiple languages, including bilingual proficiency in Russian and English as well as elementary proficiency in Spanish and German.

Bridgette Holley

Bridgette Holley joined the firm in October 2016 on a temporary basis and became full time in 2017 as a paralegal supporting partners N. Scott Carpenter and Rebecca Bell Stanton. Her previous employment was as a senior paralegal with Kara Hadican Samuels & Associates, LLC (formerly Sangisetty & Samuels, L.L.C. from June 2011 through July 2016.

Her bachelors degree was received from Tulane University in August 2011.

Enrica Peters

Enrica Peters joined the firm in July 2018 as a paralegal supporting partners N. Scott Carpenter and Rebecca Bell Stanton. Her previous employment was with Heygood, Orr & Pearson firm of Irving, Texas, where she worked from April 2016 to July 2018. Prior to that time, she resided in the State of Mississippi and worked with the firm McHugh Fuller Law Group on and off from November 2013 to February 2016 and then from November 2013 to February, 2016. The span of time in her tenure with McHugh Fuller Law Group, she worked with the U.S. District Court for the Southern District of Mississippi from April 2010 to November 2013.

Her Bachelor's Degree was received in 1997 from University of Southern Mississippi (Hattiesburg, MS) and she later received a M.S. Degree from William Carey University in May, 2005.

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

MARK AND AMBER FESSLER,	§	Civil Action File No.
ANDREW HOCKER, KEVIN REUSS,	§	4:17-cv-00001
MATTHEW CARRERAS, CHARLES AND	§	
MICHELLE HANDLY, AARON AND	§	Hon. Judge Amos Mazzant/
STACEY STONE, and DANIEL AND	§	Hon. Magistrate Judge Priest-Johnson
SHARON SOUSA, on Behalf of Themselves and	§	
Those Similarly Situated	§	
<i>Plaintiffs</i>	§	
	§	
v.	§	
	§	
PORCELANA CORONA DE MÉXICO, S.A.	§	
DE C.V f/k/a SANITARIOS LAMOSA S.A.	§	
DE C.V. a/k/a Vortens	§	
<i>Defendant.</i>	§	

DECLARATION OF REBECCA BELL-STANTON

I, REBECCA BELL-STANTON, do hereby declare that I am over the age of eighteen years and not a party to the action herein. My business address is 2701 North Dallas Parkway, Parkway Centre, Suite 570, Plano, Texas 75093, and I am one of the attorneys of record for Plaintiffs herein. I have personal knowledge of the facts contained herein and, if called as a witness, I could and would competently testify as follows:

1. I am an attorney qualified to practice before all State Courts in the State of Texas and admitted to practice law before the Texas Federal District Courts in the Northern, Eastern, Western, and Southern Districts of Texas. I am further admitted to practice law in the United States Court of Appeals for the Fifth Circuit, and the United States Court of Appeals for the Eighth Circuit.

2. I was admitted to the Bar in Texas in 2000 and have practiced as an attorney continually ever since, primarily as a litigation attorney both in trial and appellate practices. I have also been licensed and admitted to practice law in the Commonwealth of Pennsylvania since 2017.

3. Attached hereto as Exhibit A and incorporated herein by reference is a true and correct copy of my professional resume, which sets forth and further describes my law career.

4. I am currently a Partner of the law firm of Carpenter & Schumacher, P.C., and have been since joining the firm in 2015. Prior to joining Carpenter & Schumacher, P.C., I was a Partner at the law firm of Fee, Smith, Sharp & Vitullo, LLP. I have practiced litigation both as an advocate for the plaintiff and the defense sides of the legal bar.

5. After obtaining a \$10.6 million dollar verdict in Federal District Court in Omaha, Nebraska, I qualified for membership in the Multi-Million Dollar Advocates Forum. Membership in this organization is limited to qualifying trial lawyers; less than 1% of U.S. lawyers are members.

6. Since 2000, I have been actively involved in class action lawsuits against manufacturers such as Pro-Flex, LLC, Tru-Flex, LLC, and Tru-Flex Metal Hose, Corp. (corrugated stainless steel tubing), Whirlpool Corporation (defective dishwashers), Toshiba (computer hardware), Sharp (computer components), and Philadelphia American Life Insurance Company (insurance coverage). Additionally, I have litigated complex products liability cases against manufacturers such as Bath & Body Works (candles), JLG (aerial work platforms), Terex (skid steer), MQ Power (portable generators), and Bobcat (loaders).

7. Carpenter & Schumacher, P.C. is currently national litigation counsel for one of the largest insurance companies in the United States. Our case docket includes catastrophic water damage cases including cases over the past three years where the facts and expert

evaluations evidenced a defect in Vortens™ toilet tanks that resulted in spontaneous fracture. As explained in greater detail in the Declaration of my law partner, Founder and Senior Managing Partner N. Scott Carpenter, as national litigation counsel we have been tasked to handle ALL catastrophic fire and explosion cases that occur across the southern half of the United States, from California to Florida, in product liability cases.

8. I am currently lead plaintiffs' counsel in a number of unrelated matters involving class allegations of product defect including a case filed in the Western District of Michigan against Whirlpool Corporation (now appointed as Class Co-Counsel in a design and manufacturing defect action); recent request for appointment as Class Co-Counsel case filed in the Western District of Missouri (seeking certification of a national class dues to misrepresentations and failure to warn of product defect in design and marketing) and a case filed in the Western District of Pennsylvania involving allegations of defects in corrugated stainless steel tubing manufactured by Pro-Flex, LLC and Tru-Flex entities (design, manufacturing, and marketing class action).

9. My professional resume, incorporated wholly into this Declaration, supports that I have maintained a successful litigation and appellate practice and have appeared for trial and/or appellate arguments in courts within the States of Texas, Arizona, Tennessee, Pennsylvania, California, Missouri, Michigan, Florida, and Nebraska.

10. I have knowledge of the rates charged by law firms handling complex litigation in both the appellate arena (practicing before the Court of Appeals for the Fifth Circuit and well as in the Third, Sixth, and Eighth Circuit Courts) as well as trial counsel in federal and state courts throughout Texas. I further have personal knowledge of the scope and amount of work required to litigate, from the point of investigation through final appeal, complex actions including product liability class actions such as the one styled above.

11. The Declaration of Mr. Carpenter thoroughly details the work performed in reaching the exceptional Settlement result upon which we as Class Counsel now seek fee and expense recovery. Those details provided by Mr. Carpenter are further accounted for the time and billing records maintained by the firm of Carpenter & Schumacher, P.C., which I have personally reviewed and engaged in hourly-entry auditing in the exercise of appropriate billing judgment. My fifteen years of experience as a “billing attorney” for complex appeals and complex defense litigation included performing such auditing tasks while at Fee, Smith, Sharp & Vitullo, LLP, utilizing the accepted billing codes for legal fee recordation and documenting only those matters upon which a billing-contract client would reasonably pay.

12. My billing rate is \$675.00/hour. This is the same rate I have used in other product liability class action cases for which a lodestar was provided in reaching a settlement agreement in the Western District of Michigan in which Mr. Carpenter and I are named Class Co-Counsel. It is further the billing rate I was use for my appellate hourly work in complex appeals in federal courts.

13. In recognition that the assessment of reasonably hourly rates in this community for plaintiffs’ counsel accepting class action work on a contingency basis, Carpenter & Schumacher, P.C. commissioned a Survey by the *National Association of Legal Fee Analysis* (“NALFA”) to be conducted within the last two weeks using the “best practices” for targeted billing surveys. We requested that NALFA conduct a survey of local attorneys taken from the NALFA database using the precise language required by the Fifth Circuit and the Eastern District of Texas: only survey responses by plaintiffs’ counsel practicing in this field of class action work (consumer related, including products liability) in the Dallas-Fort Worth metropolitan area are included in the results. The results of the NALFA survey are attached to my Declaration.

14. Mr. Carpenter and I have worked enthusiastically, diligently, and continuously on the present matter since and throughout the time this matter has been filed. We have both been actively engaged in the daily progression of this litigation, and done so aggressively, ethically, and with integrity. Additionally, Mr. Carpenter and I, along with the associate attorneys and paralegals in our firm assisting us in this matter, have a billing system in place for class billing purposes. The detailed billing records are included in the Fee Application Appendix (Exhibit A-2) and have been personally reviewed and audited by me. I have removed all tracked time for all associate and contract attorneys as well as all paraprofessionals; therefore, only the audited time entries for Mr. Carpenter and myself are included in the current request.

15. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on this, the 17th day of January, 2020 in Collin County, Texas.

/s/ Rebecca Bell-Stanton

REBECCA BELL-STANTON

Rebecca E. Bell-Stanton

Partner since 2015



Rebecca Bell-Stanton is a Partner with nearly twenty years of experience in representing both plaintiffs and defendants. Her primary practice at Carpenter & Schumacher, P.C. is in the class action litigation field, representing clients on a number of product liability and consumer claims across the United States. Rebecca's dedication to her clients in high-exposure and high-profile disputes in federal and state courts can be seen in both appellate and trial litigation in a broad range of catastrophic tort cases involving products, consumer rights, trucking, construction, deceptive trade practices, and personal injury matters. She also litigates complex professional responsibility actions, and is further retained as coordinated counsel for national clients, appearing in multiple states to protect the interests of such clients in catastrophic litigation.

Prior to attending law school, Rebecca was the competitive coach for the highly successful Speech, Debate, and Oral Interpretation team at Lee High School in Midland, Texas. Her competitive spirit began with her own successes in state and national speech and debate competitions both in high school and through college including a national win in student congress national qualification, Junior College National Champion and Debater of the Year.

Rebecca has handled complex multi-party cases across the United States including Texas, Georgia, Florida, Tennessee, Pennsylvania, Nebraska, and Arizona. Such cases include wrongful death lawsuits and catastrophic injury damages, including a verdict in excess of \$10,000,000 in favor of her injured clients.

In addition to handling complex employment litigation on behalf of exploited workers from differing labor groups, Rebecca prides herself on the unique preparedness required to assist railroad workers in recovering compensation under the Federal Employer's Liability Act.

Year Joined Firm

- 2015

Areas of Practice

- 70% Class Action Litigation - Products Liability and Consumer Rights
- 30% Catastrophic Personal Injury

Litigation Percentage

EXHIBIT

2:9a

- 100% of Practice Devoted to Litigation

Bar Admissions

- Texas, 2000
- Pennsylvania, 2017
- U.S. Court of Appeals 5th Circuit
- U.S. Court of Appeals 8th Circuit
- U.S. District Court Northern District of Texas
- U.S. District Court Eastern District of Texas
- U.S. District Court Southern District of Texas
- U.S. District Court Western District of Texas

Education

- Texas Tech University School of Law, Lubbock, Texas
 - J.D. - 2000
 - Honors: Order of the Barristers
 - Honors: State Moot Court Team (two years)
 - Honors: Two-time qualifier to Client Counseling Regionals
 - Honors: Four-time qualifier to National Appellate Advocacy Competitions
 - Honors: Numerous Top Advocate speaking awards
- Hardin-Simmons University
 - B.B.S *cum laude* - 1993
 - Honors: Dean's List
 - Major: Speech Communications/Political Science

Published Works

- Whither Thou Goest Class Actions
- Keep Truckin' (Like the Do-dah Man) – The Current State of Affairs for Trucking Litigation
- Oral Argument: Techniques that Work
- The Art of Persuasion
- Oral Communication: An Attorney's View
- Some Junk: An Analysis of Expert Testimony
- The New Black Plague: Black Mold Fever is On the Rise
- Contractual Risk Transfer

Representative Cases

- *Bobby Davis, et. al v. Bamford, Inc.*, 8:11-cv-00069 (2011) (US Dis. Ct. - District of Nebr)

- *Nichols, et. al v. Young Contractors, et. al.* (82nd Dist. Ct. -Roberson Count)
- *Rushing v. Titeflex Corp* (Dist. Ct of Lubbock 2017)
- *Cone v. Sanitarios Lamosa*, 4:17 (US Dist Ct, Eastern Division 2017)
- *Adams Pointe, et al v. Pro-Flex, LLC et al* (US Dist Ct, Western Division)

Classes/Seminars

- Whither Thou Goest Class Actions, State Bar - Advanced Appellate Seminar, 2004 - Present
- Oral Arguments - Techniques that Work, TDCAA Advanced Appellate Advocacy, 2005 - Present
- Current State of Affairs for Trucking Litigation, State Bar - Adv Personal Injury Seminar, 2010 - Present
- Oral Communication: An Attorney's View, State Bar - Advanced Appellate Practice , 1999 - Present

Honors and Awards

- Texas SuperLawyers - Top Young Lawyers in Texas, 2008 - 2011
- VIP Woman of the Year - National Association of Professional Women, 2013 - 2014

Professional Associations and Memberships

- State Bar of Texas, 2000 - Present
- Pennsylvania Bar Association, 2017 - Present
- College of the State Bar of Texas
- Dallas Bar Association
- Dallas Women's Bar Association
- National Association of Professional Women, 2012 - 2015
- American Bar Association

Past Employment Positions

- Fee Smith Sharp & Vitullo, LLP, Dallas, Texas, Partner, 2002 - 2015
- Fletcher & Springer, LLP, Dallas, Texas, Associate, 2000 - 2002



National Association of Legal Fee Analysis Specializing in Attorney Fees & Legal Billing

The National Association of Legal Fee Analysis (NALFA) is a 501(c)(6) non-profit professional association for the legal fee analysis field. Our members provide a range of services on attorney fee and legal billing matters.

Courts and clients turn to us for expertise when attorney fees and expenses are at issue in large, complex cases. NALFA members are fully qualified attorney fee experts, special fee masters, bankruptcy fee examiners, fee dispute neutrals, and legal bill auditors. All our members follow Best Practices in Legal Fee Analysis.

NALFA Fact Sheet:

NALFA is an approved 501(c)(6) federal tax-exempt organization under the IRS Code.

NALFA is an A.M. Best Recommended Expert Service Provider (2008-Present).

NALFA has recommended qualified attorney fee experts on legal fee and billing matters ranging from \$143,000-\$500 million.

NALFA's Attorney Fee Dispute Mediation Program has an 86% resolution rate on fee dispute cases, a significantly higher rate than most bar administered fee dispute programs. NALFA's Fee Dispute Mediation Program has resolved over \$5 million in disputed attorney fees between parties.

Since 2008, NALFA has hosted over 30 different CLE and professional development programs on attorney fees and legal billing topics. Several of our CLE faculty have included sitting federal judges.

Every year, NALFA announces, "The Nation's Top Attorney Fee Experts".

NALFA offers a Certificate in Reasonable Attorney Fees, the nation's first and only certificate of its kind for registered guests of multiple programs.

NALFA has established Best Practices in Outside Legal Fee Analysis, a peer-review driven code of professional conduct for professionals who routinely perform outside legal fee analysis.

NALFA's News Blog covers jurisprudence and scholarship on reasonable attorney fees throughout the U.S.

NALFA filed Amicus Briefs in *Worley v. Storage USA*, *Pipefitters v. Oakley* in California appellate courts and in the landmark ADA case, *Covington v. McNeese State University* in the Louisiana Supreme Court.

NALFA has been cited or quoted by over a dozen different media outlets and/or publications: The Wall Street Journal, Bloomberg News, ALM's American Lawyer, The Chicago Tribune, Bloomberg BNA, CNBC, Thomson Reuters, Insurance Journal, Minneapolis-St. Paul Business Journal, Daily Journal, ALM's Daily Business Review, ALM's National Law Journal, FindLaw.com, The Florida Bar Journal, Law 360, Politico, and ALM's Law.com.

NALFA houses a body of scholarship on reasonable attorney fees including surveys, reports, articles, and studies. NALFA also recognizes the nation's most influential scholarship on attorney fees.

NALFA conducts custom hourly rate surveys for law firms, corporate legal departments, and government agencies.

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

MARK AND AMBER FESSLER,	§	Civil Action File No.
ANDREW HOCKER, KEVIN REUSS,	§	4:19-cv-00248
MATTHEW CARRERAS, CHARLES AND	§	
MICHELLE HANDLY, AARON AND	§	Hon. Judge Amos Mazzant/
STACEY STONE, and DANIEL AND	§	Hon. Magistrate Judge Priest-Johnson
SHARON SOUSA, on Behalf of Themselves and	§	
Those Similarly Situated	§	PLAINTIFFS' FEE AND EXPENSE
<i>Plaintiffs</i>	§	APPLICATION
	§	
v.	§	
	§	
PORCELANA CORONA DE MÉXICO, S.A.	§	
DE C.V f/k/a SANITARIOS LAMOSA S.A.	§	
DE C.V. a/k/a Vortens	§	
<i>Defendant.</i>	§	

DECLARATION BY TED B. LYON, JR.

TED B. LYON, JR., hereby deposes and states as follows:

1. My name is Ted B. Lyon, Jr. My date of birth is January 23, 1948, and my address is 18601 LBJ Freeway, Suite 525, Mesquite, Texas 75150. I declare under penalty of perjury the foregoing is true and correct.
2. I am an attorney at Ted B. Lyon & Associates, P.C. ("Firm" herein). I have more than 42 years' experience in complex litigation. I am familiar with the amount of attorneys and support staff time is required to handle complex litigation matters, including class action litigation. I am also familiar with the hourly billing rates charged by attorneys and their support staff in the Dallas, Texas area, as well as major metropolitan areas around the United States. I am familiar with the hourly fees charged based upon my own fees, fees of co-counsel and fees my firm has paid for legal services for other attorneys in and around the Dallas, Texas area.

3. I am familiar with the billing rates for attorneys and support staff for the reason that in 2015 my firm was hired to serve in the role of lead counsel in the long-standing, and widely known Class Action referred to as the "Dallas Pay Cases." The style for that case is: *David S. Martin, James A. Braddock, Obie Cartmill, Robert Dale Martin and O.J. (Jay) Adair, Individually and On Behalf of All Others Similarly Situated*, Cause No. 1-95-107 In the 382nd Judicial District Court, Rockwall County, Texas.
4. My firm handled the Dallas Pay Case on a 40% contingency-based fee that did not dilute the class benefits. Based upon my knowledge of the Firm's fees, other attorney-client fee agreements that I routinely review in connection with Guardian Ad Litem appointments (over 100 case reviews), other cases where I am hired as additional counsel and other cases where I serve a role as local counsel (over 80 cases), this contingency fee is within the usual and customary fee charged in the North Texas area in both state and federal courts.
5. I am familiar with the work I personally performed in such cases. My hourly rate is **\$900** per hour for Class Action litigation matters. I have 42 years of experience as a trial lawyer in both ordinary and complex litigation, in both state and federal courts. I have tried and/or prosecuted cases in commercial, consumer, contractual, product liability, personal, governmental, and regulatory civil cases; ordinary and complex criminal prosecution cases; and administrative and legislative court cases. I am familiar with class action legal representation work. Since 2000, I have regularly worked in class action cases. I am presently involved in two pending class action cases, one in the Federal Court of Claims in Washington, D.C. and the other in Federal Court in the

Western District of Missouri. My fee is a reasonable hourly fee rate when considering the labor and time required to properly and competently prosecute complex litigation.

6. I am familiar with N. Scott Carpenter and Rebecca Bell-Stanton (“Class Counsel”) having prosecuted cases with them as co-lead counsel. More specifically, I am familiar with Class Counsel’s abilities as complex litigation attorneys as I worked with them from 2012 to 2015 on a complex products liability case involving the wrongful death of our client’s son. I am also familiar with Class Counsels’ abilities to competently handle and prosecute class action matters considering the fact that we are co-counsel in a products liability Class Action case currently pending in the Western District of Missouri. Mr. Carpenter and Ms. Bell-Stanton have assumed the role as co-lead class action counsel in that case as he is the preeminent authority in the country as it concerns the defective product at issue in that matter.
7. Moreover, in my continuing work with Mr. Carpenter my firm retained his services recently in the Dallas Pay Case as a testifying expert witness on the issue of reasonableness of attorneys’ fees and hourly rates in the Dallas, Texas area. As mentioned, the Dallas Pay Case was a Class Action case filed some 25 years ago and involved both historical rates as well as current rates charged by attorneys involved in complex litigation, including Class Action matters. Through his work as an expert for my firm I have personal knowledge of the fact the Mr. Carpenter is well-versed and competent on the issue of the reasonableness of hourly rates for attorneys involved in cases such as this one.
8. In my continuing work with Mr. Carpenter I remain familiar with the rates he charges in complex products liability litigation, including class actions. I am also familiar with

- the fact that Mr. Carpenter and his firm has been precluded from accepting other cases over the past two years as a direct result of the complexity of this case and the attention, time and labor it has required.
9. Given Mr. Carpenter's 24 years of experience as a trial and class action lawyer in complex litigation involving product liability cases, and Ms. Bell-Stanton's 20 years of experience, Mr. Carpenter's hourly rate of **\$695** per hour, and Ms. Bell-Stanton's hourly rate of **\$675** per hour in this case, considering the time and expense required to properly and competently prosecute this case, the substantial risk Class Counsel has undertaken to handle this case while being precluded from working on other cases, after considering the customary fees charged by attorneys in the Dallas, Texas area for similar work, and the undesirability of the case given the defendants are multi-national, foreign companies (Bogata, Columbia; Monterrey, Mexico), in my opinion the rates being charged by Class Counsel are reasonable.
 10. I am familiar with the costs, risks, and time commitments complex class action cases such as this one require of Plaintiffs' counsel, especially in light of the fact that there remains a substantial risk to the Class should the settlement terms and notice campaign not receive final approval by this Court or the benefits to the Class are delayed as a result of objections and appeals.
 11. Given my comments above related to the complexity and undesirability of the case, and the fact that complex property liability cases require large investment (for example, experts to review, evaluate, analyze, test, and provide sworn testimony concerning the defendants' products and alleged defects), cases that are highly contentious, vigorously defended by defense counsel and with hotly-disputed liability, require significant

expenditures. It is my opinion that absent commitment to such costs, the likelihood of a successful recovery for the class is significantly diminished.

EXECUTED in Dallas County, State of Texas on the 10th day of June, 2019.

A handwritten signature in blue ink, appearing to be 'AL' or similar initials, written in a cursive style.

Ted. B. Lyon, Jr.

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

MARK AND AMBER FESSLER,	§	Civil Action File No.
ANDREW HOCKER, KEVIN REUSS,	§	4:19-cv-00248
MATTHEW CARRERAS, CHARLES AND	§	
MICHELLE HANDLY, AARON AND	§	Hon. Judge Amos Mazzant/
STACEY STONE, and DANIEL AND	§	Hon. Magistrate Judge Priest-Johnson
SHARON SOUSA, on Behalf of Themselves and	§	
Those Similarly Situated	§	PLAINTIFFS’ FEE AND EXPENSE
<i>Plaintiffs</i>	§	APPLICATION
	§	
v.	§	
	§	
PORCELANA CORONA DE MÉXICO, S.A.	§	
DE C.V f/k/a SANITARIOS LAMOSA S.A.	§	
DE C.V. a/k/a Vortens	§	
<i>Defendant.</i>	§	

DECLARATION BY MARK D. STRACHAN, ESQ.

I, **MARK D. STRACHAN**, declares as follows:

1. My name is Mark D. Strachan, I am over the age of 21 years, and I declare under penalty of perjury that the statements in this declaration are based on personal knowledge and I would so testify if called as a witness.

2. I am currently counsel at Bradley Arant Boult Cummings LLP (“Bradley”) as a result of the merger of my firm, Sayles | Werbner, with Bradley. I have more than 35 years of trial experience in complex litigation.

3. I am familiar with the amount of attorneys and support staff time that is required to handle complex litigation matters. I am also familiar with the hourly billing rates charged by attorneys and their support staff in the Dallas, Texas area, as well as major metropolitan areas around the United States.

4. I graduated from the University of Texas School of Law in 1981 and obtained my bar license for the State of Texas that same year. I am Board-Certified in Civil Trial Law by the Texas Board of Legal Specialization as. My federal court admissions include the Supreme Court of the United States, the U.S. Court of Appeals for the Federal Circuit, the U.S. Court of Appeals for the Fifth Circuit, and the U.S. District Court for the Eastern and Northern Districts of Texas.

5. In addition to being an active litigator, I have long been involved in many education and legal groups, including the American Board of Trial Advocates (“ABOTA”) – Dallas Chapter, the Dallas Bar Association, and the Eastern District of Texas Bar Association. I have been recognized as a Texas SuperLawyer from 2011 to the present.

6. I have tried and/or prosecuted cases in patent, commercial, consumer, contractual, professional liability, and regulatory areas of litigation. I am familiar with N. Scott Carpenter (“Class Counsel”) and have recently prosecuted a case with him as co-counsel. More specifically, I am personally familiar with Class Counsel’s abilities as a complex litigation attorney having worked directly with him in prosecuting the case of *Goodson Holdings, LLC v. Titeflex Corporation*, Case No. 3:15-cv-02153-K in the United States District Court, Northern District of Texas.

7. Given Mr. Carpenter’s twenty-four years of experience as a trial and class action lawyer in complex litigation involving product liability cases, and based on knowledge of the rates charged by attorneys with the same experience and skills in the Dallas-Fort Worth community, his hourly rate of \$695.00 per hour comports with the customary fees charged by attorneys in this market area, and such rate is reasonable.

EXECUTED in Dallas County, State of Texas on the 7th day of June 2019.

A handwritten signature in black ink, appearing to read "Mark D. Strachan". The signature is written in a cursive, slightly slanted style.

Mark D. Strachan

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

MARK AND AMBER FESSLER,	§	Civil Action File No.
ANDREW HOCKER, KEVIN REUSS,	§	4:19-cv-00248
MATTHEW CARRERAS, CHARLES AND	§	
MICHELLE HANDLY, AARON AND	§	Hon. Judge Amos Mazzant/
STACEY STONE, and DANIEL AND	§	Hon. Magistrate Judge Priest-Johnson
SHARON SOUSA, on Behalf of Themselves and	§	
Those Similarly Situated	§	PLAINTIFFS' FEE AND EXPENSE
<i>Plaintiffs</i>	§	APPLICATION
	§	
v.	§	
	§	
PORCELANA CORONA DE MÉXICO, S.A.	§	
DE C.V f/k/a SANITARIOS LAMOSA S.A.	§	
DE C.V. a/k/a Vortens	§	
<i>Defendant.</i>	§	

DECLARATION BY AMANDA P. LOUGHMILLER, ESQ.

I, **AMANDA P. LOUGHMILLER**, declares as follows:

1. My name is Amanda P. Loughmiller, I am over the age of 21 years, and I declare under penalty of perjury that the statements in this declaration are based on personal knowledge and I would so testify if called as a witness.

2. I am currently a Shareholder at Quilling, Selander, Lownds, Winslett & Moser, P.C.; prior to joining QSLWM, I practiced in the consumer financial litigation practice group at Strasburger & Price, LLP as Senior Counsel. I have been practicing law for nineteen years, nearly exclusively litigating in federal court since joining Strasburger & Price, LLP in January 2012.

3. I graduated from Texas Tech University School of Law in 2000 and obtained my bar license for the State of Texas that same year. My federal court admissions include the U.S. Court of Appeals for the Eleventh Circuit, the U.S. District Courts for the Eastern, Western,

Southern and Northern Districts of Texas, the U.S. District Court for Colorado, and the U.S. District Court for the Northern District of Florida.

4. I have been involved in many community and legal groups, including the Collin County Bar Association, the Dallas Bar Association, and Attorneys Serving the Community, also serving as Vice President and Board Member for the Susan G. Komen – North Texas Affiliate, and on the Board of Directors for Recovery Inn.

5. As an active litigator retained primarily to defend my clients in complex litigation matters, I am familiar with hourly billing practices, including the commitment of time and resources by attorneys and professional support staff as well as the necessity of exercising billing discretion in the assignment of specialized tasks in the most efficient manner. I am also familiar with hourly billing rates charged by attorneys and their support staff in the Dallas, Texas area and the obligations of counsel in determining appropriate rates for the type of work performed and maintaining accurate billing records.

6. I am familiar with Rebecca Bell-Stanton through years of legal practice in the Dallas-Fort Worth metropolitan area, including previous cooperative representation in complex regulatory legal matters. I am also familiar with her overall work history, which has provided Mrs. Bell-Stanton extensive experience in ethical billing practices, hourly rate assessment, and billing judgment. In my opinion, Mrs. Bell-Stanton's nineteen years of experience practicing on both plaintiff and defense sides of legal representation as an accomplished appellate, trial and class action lawyer constitutes a career of exceptional professionalism with consistently superior results, and her hourly rate of \$675.00 is well-justified by her expertise in this type of litigation and by the rates charged in this community.

EXECUTED in Dallas County, State of Texas on the 10th day of June, 2019.



Amanda P. Loughmiller



National Association of Legal Fee Analysis
Specializing in Attorney Fees & Legal Billing
The Nation's Top Attorney Fee Experts

News Release

FOR IMMEDIATE RELEASE
September 2, 2019

NALFA Conducts Hourly Rate Survey of Class Counsel in Dallas

Chicago, IL – NALFA conducts hourly rate surveys for law firms, corporate legal departments, and government agencies. Our surveys provide the most accurate and current hourly rates within a given geography and practice area. We can design hourly rate surveys for specific cases. Our hourly rate surveys assist state and federal courts in awarding attorney fees in large, complex litigation throughout the U.S.

NALFA recently conducted an hourly rate survey of plaintiffs' counsel in the Dallas-Fort Worth area. This hourly rate survey was conducted for a Dallas area law firm seeking attorney fees in a product liability class action. The last hourly rate survey of this type was conducted by the Dallas Bar Association in 2015.

This survey was conducted via email from May 5th-19th. The survey results are private and peer-benefitting. The client, survey participants, and members of the NALFA network received the survey results and findings. The survey results show the current average hourly rate range for plaintiffs' associate, senior associate, partner, and senior partner in class action litigation in the Dallas-Fort

Worth area. Participants of this survey can see how their hourly rates compare to those of their litigation peers.

Our survey findings show that the average hourly rate range for class counsel in the Dallas/Fort Worth area is:

Plaintiffs' Class Counsel Average Hourly Rate Range (Dallas Area):

Associate: \$465-\$515

Senior Associate: \$545-\$615

Partner: \$665-\$755

Senior Partner: \$785-\$820

For more on NALFA's Custom Hourly Rate Surveys, visit <http://www.thenalfa.org/hourly-rate-surveys/>.



The National Association of Legal Fee Analysis (NALFA) is a 501(c)(6) non-profit professional association for the legal fee analysis field. Our members provide a range of services on attorney fee and legal billing matters.

Courts and clients turn to us for expertise when attorney fees and expenses are at issue in large, complex cases. NALFA members are fully qualified attorney fee experts, special fee masters, bankruptcy fee examiners, fee dispute neutrals, and legal bill auditors. Our members follow Best Practices in Legal Fee Analysis. Our services include: Custom Hourly

Rate Surveys and Fee Dispute Mediation. For more on NALFA, visit www.thenalfa.org. Follow us on Twitter at [@AttorneyFees](https://twitter.com/AttorneyFees).

NALFA | 1336 W. Greenleaf Ave, #3E, Chicago, IL 60626

[Update Profile](#) | [About Constant Contact](#)

Sent by info@thenalfa.org



National Association of Legal Fee Analysis Specializing in Attorney Fees & Legal Billing

The National Association of Legal Fee Analysis (NALFA) is a 501(c)(6) non-profit professional association for the legal fee analysis field. Our members provide a range of services on attorney fee and legal billing matters.

Courts and clients turn to us for expertise when attorney fees and expenses are at issue in large, complex cases. NALFA members are fully qualified attorney fee experts, special fee masters, bankruptcy fee examiners, fee dispute neutrals, and legal bill auditors. All our members follow Best Practices in Legal Fee Analysis.

NALFA Fact Sheet:

NALFA is an approved 501(c)(6) federal tax-exempt organization under the IRS Code.

NALFA is an A.M. Best Recommended Expert Service Provider (2008-Present).

NALFA has recommended qualified attorney fee experts on legal fee and billing matters ranging from \$143,000-\$500 million.

NALFA's Attorney Fee Dispute Mediation Program has an 86% resolution rate on fee dispute cases, a significantly higher rate than most bar administered fee dispute programs. NALFA's Fee Dispute Mediation Program has resolved over \$5 million in disputed attorney fees between parties.

Since 2008, NALFA has hosted over 30 different CLE and professional development programs on attorney fees and legal billing topics. Several of our CLE faculty have included sitting federal judges.

Every year, NALFA announces, "The Nation's Top Attorney Fee Experts".

NALFA offers a Certificate in Reasonable Attorney Fees, the nation's first and only certificate of its kind for registered guests of multiple programs.

NALFA has established Best Practices in Outside Legal Fee Analysis, a peer-review driven code of professional conduct for professionals who routinely perform outside legal fee analysis.

NALFA's News Blog covers jurisprudence and scholarship on reasonable attorney fees throughout the U.S.

NALFA filed Amicus Briefs in *Worley v. Storage USA*, *Pipefitters v. Oakley* in California appellate courts and in the landmark ADA case, *Covington v. McNeese State University* in the Louisiana Supreme Court.

NALFA has been cited or quoted by over a dozen different media outlets and/or publications: The Wall Street Journal, Bloomberg News, ALM's American Lawyer, The Chicago Tribune, Bloomberg BNA, CNBC, Thomson Reuters, Insurance Journal, Minneapolis-St. Paul Business Journal, Daily Journal, ALM's Daily Business Review, ALM's National Law Journal, FindLaw.com, The Florida Bar Journal, Law 360, Politico, and ALM's Law.com.

NALFA houses a body of scholarship on reasonable attorney fees including surveys, reports, articles, and studies. NALFA also recognizes the nation's most influential scholarship on attorney fees.

NALFA conducts custom hourly rate surveys for law firms, corporate legal departments, and government agencies.



National Association of Legal Fee Analysis

Specializing in Attorney Fees & Legal Costs

The Nation's Top Attorney Fee Analysts

Constant Contact Survey Results

Survey Name: Dallas-1

Response Status: Partial & Completed

Filter: None

6/10/2019 3:25 PM CDT

TextBlock:

The National Association of Legal Fee Analysis (NALFA) conducts custom hourly rate surveys for law firms and courts. Our surveys provide the most accurate and current hourly rates within a given practice area and geography. Our hourly rate surveys assist state and federal courts in awarding attorney fees in large, complex litigation throughout the U.S. This survey is designed to determine anticipated hourly rates for class action litigation specific to plaintiffs in the Dallas/Fort Worth area. The purpose of this survey is to update prior state surveys for the Dallas/Fort Worth metropolitan market within the specific field of consumer class actions. The results will assist attorneys, experts, state and federal courts in determining the scope of reasonable attorney fees in the tested market. Our hourly rates surveys are peer-benefiting. All participants of this survey will have access to the survey results. Participants of this survey can see how their hourly rates compare to those of their litigation peers.

Do you practice law in the Dallas/Fort Worth area:

Answer	0%	100%	Number of Response(s)	Response Ratio
Yes			21	87.5 %
No			3	12.5 %
No Response(s)			0	0.0 %
Totals			24	100%

Do you practice consumer-related class actions (including product liability) as counsel for the plaintiffs:

Answer	0%	100%	Number of Response(s)	Response Ratio
Yes			9	37.5 %
No			15	62.5 %
No Response(s)			0	0.0 %
Totals			24	100%

My position can best be described as:

Answer	0%	100%	Number of Response(s)	Response Ratio
Senior Partner			11	45.8 %
Partner			10	41.6 %
Senior Associate			0	0.0 %
Associate			2	8.3 %
No Response(s)			1	4.1 %
Totals			24	100%

My current (2019) hourly rate for class actions falls within what range?

Answer	0%	100%	Number of Response(s)	Response Ratio
Less than \$300			2	8.3 %
\$300-\$400			1	4.1 %
\$401-\$500			4	16.6 %
\$501-\$600			2	8.3 %
\$601-\$700			5	20.8 %
\$701-\$800			2	8.3 %
Over \$800			4	16.6 %
No Response(s)			4	16.6 %
Totals			24	100%

TextBlock:

The National Association of Legal Fee

Analysis (NALFA) is a 501(c)(6) non-profit professional association for the legal fee analysis field. Our members provide a range of services on attorney fees and legal billing matters.

Courts and clients turn to us for

expertise when attorney fees and expenses are at issue in large, complex cases. NALFA members are fully qualified attorney fee experts, special fee masters, bankruptcy fee examiners, fee dispute mediators and legal

bill auditors. Our members follow Best Practices in Outside Legal Fee Analysis. For more information, visit www.thenalfa.org.

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

MARK AND AMBER FESSLER,	§	Civil Action File No.
ANDREW HOCKER, KEVIN RUESS,	§	4:17-cv-00001
MATTHEW CARRERAS, CHARLES AND	§	
MICHELLE HANDLY, AARON AND	§	Hon. Judge Amos Mazzant/
STACEY STONE, and DANIEL AND	§	Hon. Magistrate Judge Priest-Johnson
SHARON SOUSA, on Behalf of Themselves and	§	
Those Similarly Situated	§	
<i>Plaintiffs</i>	§	
	§	
v.	§	
	§	
PORCELANA CORONA DE MÉXICO, S.A.	§	DECLARATION OF DANIEL
DE C.V.a/k/a Vortens	§	SOUSA
<i>Defendant.</i>	§	

DECLARATION OF DANIEL SOUSA

I, DANIEL SOUSA, hereby declare as follows:

1. I have personal knowledge of the facts contained herein. I certify under penalty of the law that the statements made herein are true and correct to the best of my knowledge.
2. I, along with my wife, Sharon, own our residence located at 95 S. Playor Circle, The Woodlands, Texas.
3. On October 20, 2017, a toilet tank stamped with the registered trademark "Vortens" bearing the imprint for model "3464" and a manufacture date of 18 ENE 2010 spontaneously cracked during the night causing water to leak from the tank continuously while we slept. Our home sustained catastrophic water damage because of the tank failure. As a result, it was necessary to file a claim with our insurance carrier, Met Life Auto and Home, to address the extensive damages incurred.
4. After inspection and estimation by the assigned claim representative, it was determined that our home sustained \$36,304.76 in replacement cost value for items covered under the insurance policy; we were required to pay \$6,697.00 as our deductible under the policy terms.
5. During the time that this litigation has been pending, I have communicated with legal counsel in following the progression of the lawsuit and assisting when requested. Although I was not deposed in this lawsuit, I have participated in written discovery, including

①
1/17/20

responding to Requests for Production and Interrogatories. I was available for deposition scheduling if my testimony was requested as well as for testimony at trial if necessary.

6. I first requested appointment as a class representative through my April 25, 2018 Declaration on behalf of property owners who incurred, or were in the processing of incurring, costs associated with tank fractures occurring spontaneously. Additionally, my Declaration sought appointment as a class representative for property owners that experienced losses outside of or despite insurance coverage, or in the position of facing personal expenditures for mitigation against the imminent risk of failure.

7. I was kept apprised of the multiple mediations conducted in 2018. I am aware that a settlement was reached in 2018 that provided benefits solely to owners of tank models 3412 or 3464 manufactured between January 1, 2011– December 31, 2011. That settlement and claims were severed from this lawsuit, and as the owner of a tank manufactured in a year outside of the settlement, I continued participation in the original action.

8. I was kept informed as to the filing and scope of the Second Motion for Class Certification seeking relief for class members falling outside of the original settlement. Scott Carpenter, Rebecca Bell-Stanton, and the firm of Carpenter & Schumacher, P.C. continually apprised me as to the status of litigation, the hearing on the second motion, the scope of the certification preliminarily granted, and the re-initiation of settlement discussions.

9. The terms of the Settlement providing benefits to class members owning tanks manufactured at the Benito Juarez plant between 2007-2010 were relayed and approved by me. I agreed that resolution of the class allegations took priority over my individual claim, and therefore concurred that settlement of my individual claim was wholly contingent on securing the proposed benefit to the Class.

10. This lawsuit was vigorously litigated by Scott Carpenter, Rebecca Bell-Stanton, and the firm of Carpenter & Schumacher, P.C. on behalf of myself and the class. These attorneys prioritized the recovery of the class in obtaining the Settlement and left the decision of fees and recovery of expenses to the court so that the Settlement could be finalized. Even after securing an exceptional benefit for owners' of 2011 tanks, these attorneys continued aggressively litigating the claims that still remained for an additional year after the first settlement was secured.

11. Carpenter & Schumacher, P.C.'s efforts resulted in a favorable settlement for all Texas owners of tank models 3464 and 3412 manufactured at the Benito Juarez plant between January 1, 2007 – December 31, 2010, and I believe such settlement is in the best interests of the class. I am therefore requesting the settlement be approved.

12. With respect to the Application submitted by the class and our attorneys for the separate payment of Service Awards, Attorneys Fees and reimbursement of incurred expenses, I am requesting the Court approve the Application in all respects. The value of the legal services requested is more than justified considering the benefits now available to class members as a result of the hard work of the class attorneys and all of the expenses were fully carried by Carpenter & Schumacher, P.C. without requiring contribution from the settlement class.

1/17/20

13. Considering the recovery for the class and the risks of continuing litigation, I respectfully submit that the Settlement should be approved as fair, reasonable, and adequate. In light of the significant recovery, the quality of work performed, the contingency agreements regarding attorneys' fees, and the experience of the class attorneys, I also respectfully submit that the Application for Service Awards, Attorneys Fees, and Reimbursement of Litigation Expenses be granted



DANIEL SOUSA

DATED: 1/17/20

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

MARK AND AMBER FESSLER,	§	Civil Action File No.
ANDREW HOCKER, KEVIN RUESS,	§	4:17-cv-00001
MATTHEW CARRERAS, CHARLES AND	§	
MICHELLE HANDLY, AARON AND	§	Hon. Judge Amos Mazzant/
STACEY STONE, and DANIEL AND	§	Hon. Magistrate Judge Priest-Johnson
SHARON SOUSA, on Behalf of Themselves and	§	
Those Similarly Situated	§	
<i>Plaintiffs</i>	§	
	§	
v.	§	
	§	
PORCELANA CORONA DE MÉXICO, S.A.	§	DECLARATION OF STACEY
DE C.V.a/k/a Vortens	§	STONE
<i>Defendant.</i>	§	

DECLARATION OF STACEY STONE

I, STACEY STONE, hereby declare as follows:

1. I have personal knowledge of the facts contained herein. I certify under penalty of the law that the statements made herein are true and correct to the best of my knowledge.

2. I, along with my husband, Aaron, own our residence located at 28202 Sundown Shores Court, Fulshear, Texas. We purchased our home in June of 2010, and until the fracture incidents discussed in this Declaration occurred, no work was performed on any of the tanks originally installed, and none were replaced.

3. In 2015, a toilet tank installed in our home at the time of construction spontaneously cracked. Because we could hear the refill cycle continuously filling the tank and shortly investigated the cause of the sound of ongoing water running, we were able to turn the water off at the toilet and avoid water damage. Although the toilet was not being used at the time of the incident, the unusual nature of the incident and absence of any information regarding potential risk resulted in our belief that we had experienced an outlying event. We hired a licensed plumber at Katy Plumbing to remove and replace the toilet.

4. On July 9, 2017, a second toilet tank also originally installed at the time of construction spontaneously cracked causing water to leak from the tank; the subject tank was stamped with the registered trade mark “Vortens,” and was imprinted “3464” with a manufacture date of 25 NOV 2009. The 2017 fractured tank was located on the second floor of our residence, and because it was not immediately discovered, the continued refill cycle resulted in thousands of

dollars of water damage to our home. As a result, it was necessary to file a claim with our insurance carrier, Met Life Auto and Home, to address the extensive damages incurred.

5. After inspection and estimation by the assigned claim representative, it was determined that our insurer paid \$9,097.43 in replacement cost value for items covered under the insurance policy; we were required to pay \$3,855.00 as our deductible under the policy terms. We also had additional expenses for the removal and replacement of toilet totaling \$3,035.12. Our total out of pocket costs thus far are \$6,890.12.

6. During the time that this litigation has been pending, I have communicated with legal counsel in following the progression of the lawsuit and assisting when requested. Although I was not deposed in this lawsuit, I have participated in written discovery, including responding to Requests for Production and Interrogatories. I was available for deposition scheduling if my testimony was requested as well as for testimony at trial if necessary.

7. I first requested appointment as a class representative through my April 27, 2018 Declaration on behalf of property owners who incurred, or were in the processing of incurring, costs associated with tank fractures occurring spontaneously. Additionally, my Declaration sought appointment as a class representative for property owners that experienced losses outside of or despite insurance coverage, or in the position of facing personal expenditures for mitigation against the imminent risk of failure.

8. I was kept apprised of the multiple mediations conducted in 2018. I am aware that a settlement was reached in 2018 that provided benefits solely to owners of tank models 3412 or 3464 manufactured between January 1, 2011–December 31, 2011. That settlement and claims were severed from this lawsuit, and as the owner of a tank manufactured in a year outside of the settlement, I continued participation in the original action.

9. I was kept informed as to the filing and scope of the Second Motion for Class Certification seeking relief for class members falling outside of the original settlement. Scott Carpenter, Rebecca Bell-Stanton, and the firm of Carpenter & Schumacher, P.C. continually apprised me as to the status of litigation, the hearing on the second motion, the scope of the certification preliminarily granted, and the re-initiation of settlement discussions.

10. The terms of the Settlement providing benefits to class members owning tanks manufactured at the Benito Juarez plant between 2007-2010 were relayed and approved by me. I agreed that resolution of the class allegations took priority over my individual claim, and therefore concurred that settlement of my individual claim was wholly contingent on securing the proposed benefit to the Class.

11. This lawsuit was vigorously litigated by Scott Carpenter, Rebecca Bell-Stanton, and the firm of Carpenter & Schumacher, P.C. on behalf of myself and the class. These attorneys prioritized the recovery of the class in obtaining the Settlement and left the decision of fees and recovery of expenses to the court so that the Settlement could be finalized. Even after securing an exceptional benefit for owners' of 2011 tanks, these attorneys continued aggressively litigating the claims that still remained for an additional year after the first settlement was secured.

12. Carpenter & Schumacher, P.C.'s efforts resulted in a favorable settlement for all Texas owners of tank models 3464 and 3412 manufactured at the Benito Juarez plant between January 1, 2007 – December 31, 2010, and I believe such settlement is in the best interests of the class. I am therefore requesting the settlement be approved.

13. Considering the recovery for the class and the risks of continuing litigation, I respectfully submit that the Settlement should be approved as fair, reasonable, and adequate. In light of the significant recovery, the quality of work performed, the contingency agreements regarding attorneys' fees, and the experience of the class attorneys, I also respectfully submit that the Application for Service Awards, Attorneys Fees, and Reimbursement of Litigation Expenses be granted.

**MEMORANDUM OF UNDERSTANDING
PLAINTIFFS, INDIVIDUALLY AND AS CLASS REPRESENTATIVES ON BEHALF
OF PUTATIVE TEXAS-ONLY WARRANTY SETTLEMENT CLASS**

1. Introduction

1.1 This Proposed Memorandum of Understanding (“MOU”) outlines a proposal raised during arms-length negotiations between Defendant Porcelana Corona de Mexico, S.A. de C.V and Plaintiffs Mark and Amber Fessler, Andrew Hocker, Matthew Carreras, Aaron and Stacy Stone, and Daniel Sousa (collectively “Plaintiffs”) regarding certain terms of possible settlement of the remaining claims of a putative class action lawsuit captioned *Mark Fessler, et. al. v. Porcelana Corona de Mexico, S.A. de C.V.*, currently pending as Civil Action No. 4:17-CV-00001 in the United States District Court for the Eastern District of Texas – Sherman Division (“Lawsuit”).

1.1.1 Porcelana Corona de Mexico, S.A. de C.V and Plaintiffs may be collectively referred to herein as the “Parties.”

1.1.2 Porcelana Corona de Mexico, S.A. de C.V may be referred to herein as “Settling Defendant.” “Settling Defendant” shall be defined broadly to include officers, directors, parents, subsidiaries, affiliated entities, etc.

1.2 The Parties agree to the designation and appointment of Epiq for Notice and Claims Administration. Attached to this MOU is an outlined Notice Plan prepared by Epiq and approved by the Parties.

1.3 It is expressly agreed by and among the Parties that no term in this MOU is binding upon the Plaintiffs or Porcelana unless and until the Parties reach an agreement. In the event that the Parties do not reach an agreement as to all of these matters, this MOU will have no force and effect and shall not be disclosed to any third parties or referenced or mentioned in the underlying legal action. It is expressly agreed that this MOU and the negotiations leading up to it, constitute a compromise and offers to compromise as defined in Federal Rules of Civil Procedure and Rules of Evidence.

2. Proposed Scope of Texas-Only Warranty Settlement Class – Equitable Relief

2.1 As described in the Order Granting Certification, the Texas Settlement Class-Equitable Relief is defined as follows:

All Texas owners of a Vortens toilet tank models #3464 and #3412 manufactured at the Benito Juarez plant, with a manufacturing date 2007-2010.

*Confidential Settlement Communication
Pursuant to Fed. R. Evid. 408
November 21, 2019*

2.2 The following persons are excluded from the Texas-only Warranty Settlement Class-Equitable Relief: a) any and all federal, state, and/or local governments including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; b) any currently sitting Federal Court judge and/or justices in the current style and/or any persons within the third degree of consanguinity to such judge and/or justice; c) Defendant; d) Plaintiffs' counsel and their immediate families; and e) any person who has litigation pending against Settling Defendant as of the date the Court enters an order preliminarily approving the settlement.

2.3 It is further expressly agreed by and among the Parties to jointly request approval and appointment of class representatives and class counsel.

2.3.1 In the Motion for Preliminary Approval, the Parties will provide specific identification of Plaintiffs requested to be appointed as Texas Settlement Class-Equitable Relief Representatives.

2.3.2 The Parties further intend to include an agreement as to appropriate service awards for the designated Texas Settlement Class-Equitable Relief Representatives. If an agreed award amount is not included in the Motion for Preliminary Approval, Plaintiffs may request the Court approve a service award not to exceed \$7,500.00 to each Texas Settlement Class-Equitable Relief Representative.

2.3.3 N. Scott Carpenter and Rebecca Bell-Stanton of the firm Carpenter Schumacher, P.C. will be appointed Texas Settlement Class-Equitable Relief Counsel.

3. Scope of Equitable Relief Provided to Texas-only Warranty Settlement Class Members

3.1 Eligible class members are entitled to the following benefits upon submission of a claim up through and including December 31, 2020:

3.1.1 Injunctive Relief for the Benefit of the Class. In consideration for the settlement of this Action and the dismissal contemplated herein, Defendant agrees to the following injunctive relief:

(a) Defendant will provide notice on its website that tank models 3464 and 3412 manufactured between January 1, 2007 and December 31, 2010 manufactured at the Benito Juarez Plant, are guaranteed to Texas owners to be free of manufacturing defects or ceramic defects up through and including December 31, 2020.

*Confidential Settlement Communication
Pursuant to Fed. R. Evid. 408
November 21, 2019*

- (b) Defendant will further provide notice on its website directing Texas owners of the subject tanks to the claim website maintained by Epiq for administration of warranty claims for Texas-only Warranty Settlement Class Members.
- (c) Porcelana will conduct an audit of previously denied warranty claims falling within the defined scope of the class. Porcelana will provide a list of homeowners with available contact information to Epiq as the Notice Provider and Claim Administrator for purposes of direct notice to these prior claimants that their previously denied warranty claim is subject to resubmission and reconsideration.
- (d) Epiq will maintain a Settlement Equitable Relief Class website that will post an agreed Texas Settlement Class claim form specific to claims asserted pursuant to this Settlement Agreement from the date of Preliminary Approval of the Settlement through and including December 31, 2020.
- (e) Defendant will not alter the Settlement Class claim procedure in any manner that increases the burden of submission or proof beyond the terms of this Settlement Agreement.

3.1.2 Declaratory Relief for the Benefit of the Class. In consideration for the settlement of this Action and the dismissal contemplated herein, Defendant further agrees to the following declaratory relief:

- (a) Class members may submit a warranty claim (or resubmit a previously denied warranty claim) for a past fracture of a tank under the following terms and entitlements:
 - i. Proof of ownership of a class tank.¹
 - ii. Class members must submit receipts or other documentary proof of replacement costs to be entitled to reimbursement.²
 - iii. Class members are entitled to recover product replacement costs only (property damage is not included in this Warranty Extension Benefit), and reimbursement is capped at \$300 per tank/toilet.

¹ Documentary proof of ownership may include photographs showing the manufacturing date stamp and the four-digit model number stamp inside the tank and/or barcode label, if any, home purchase documents, installer records, builder records, and/or deed information.

² Documentary proof of expenses includes records such as receipts, invoices, insurance claim records, and/or sufficient banking/credit purchase or expenditure documentation.

*Confidential Settlement Communication
Pursuant to Fed. R. Evid. 408
November 21, 2019*

(b) Class members experiencing a fracture event of an eligible tank between the date of Settlement Notice and the expiration of the extended warranty are entitled to replacement at no cost to the Class Member, as follows:

- i. Upon proof of fracture, Porcelana shall provide replacement tank product compatible with the particular toilet basin to be picked up by the claimant from a location no farther than 30 miles from the owner's residence at no cost to the class member. In the event a compatible replacement tank product is available but outside of the designated geographic area, the Class Member is entitled to warranty relief in the form of a single payment of \$35.00 for replacement of the fractured tank.
- ii. Upon proof of fracture and in the event the entire toilet must be replaced due to incompatibility of current Porcelana tank product and the original basin, an eligible class member is entitled to reimbursement of incurred replacement expenses not to exceed \$300. Class members must submit receipts or other documentary proof of replacement costs to be entitled to reimbursement, as well as an explanation of why there was no compatible tank available.

3.2 Defendant further agrees to the following additional terms:

Warranty claims falling within the scope of this Texas-only Warranty Class received through Defendant's website or by direct contact with the Defendant will be forwarded to Epiq within 3 (three) business days.

3.3 Class Members' Limited Release of Injunctive Claims Only. Upon the Final Settlement Date, the members of the Class and their present, former, and future heirs, executors, administrators, representatives, agents, attorneys, partners, predecessors-in-interest, successors, assigns, and legatees, fully, finally and forever release, relinquish, and discharge the Released Parties from all claims for equitable, injunctive or declaratory relief based on the facts that were or could have been alleged in the Plaintiffs' Second Amended Complaint, including but not limited to injunctive claims arising out of or relating to any of the facts, transactions, events, occurrences, acts, disclosures, statements, misrepresentations, omissions, failures to act, or other conduct that was or could have been alleged, including, but not limited to, claims regarding Defendant's conduct, practices, disclosures, terms, and policies relating to the availability of the benefits described herein.

4. Settlement Agreement and Preliminary Approval

The Parties shall cooperate in the drafting of a formal Settlement Agreement and shall further cooperate and take all necessary steps to provide immediate Notice to the Court of Settlement on Material Terms, obtain an order granting preliminary approval of the Settlement Agreement, and approving the forms and methods of notice to the Settlement Class. The amount of attorney fees and costs to be paid to Class Counsel shall be determined by the Court.

5. Notice

5.1 Notice will be provided within thirty (30) days after entry of the Court's order preliminarily approving the settlement or as directed by the Court.

5.2 The Parties agree on the use of Epiq to manage and complete the required notice campaign.

6. Settlement of Individual Plaintiffs' Claims

Plaintiffs have asserted individual claims for damages not addressed by the Texas Settlement Class-Equitable Relief arising from damage to other property.

6.1 It is expressly understood that Settlement as to any Class Representative on their asserted individual claim(s) is wholly contingent upon approval of the Texas-only Warranty Settlement Class:

6.1.1 Mark and Amber Fessler: Defendant agrees to pay the Fessler Plaintiffs \$4,599.78 in exchange for a full release of all individual claims.

6.1.2 Aaron and Stacy Stone: Defendant agrees to pay the Stone Plaintiffs \$6,890.12 in exchange for a full release of all individual claims.

6.1.3 Daniel Sousa: Defendant agrees to pay Plaintiff Sousa \$6,697.00 in exchange for a full release of all individual claims.

In the event the Texas Settlement Class-Equitable Relief is not approved, all settlement terms pertaining to resolution of the above-named Class Representatives' individual claims are to be considered null and void.

6.2 The Parties agree to compromise and settle the remaining individual Plaintiffs' claims as follows:

6.2.1 Andrew Hocker: Defendant agrees to pay Plaintiff Hocker \$720.53 in exchange for a full release of all his individual claims.

*Confidential Settlement Communication
Pursuant to Fed. R. Evid. 408
November 21, 2019*

- 6.2.2 Matthew Carreras: Defendant agrees to pay Plaintiff Carreras \$2,664.00 in exchange for a full release of all his individual claims.
7. It is the intention of the Parties that all claims in this litigation are being resolved by this settlement.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is made and entered into as of this 1st day of December, 2019, by AARON AND STACEY STONE, and DANIEL AND SHARON SOUSA¹ (“Plaintiffs”), on behalf of themselves and the Settlement Class, as defined below, and Defendant Porcelana Corona de Mexico, S.A. de C.V. f/k/a Sanitarios Lamosa S.A. de C.V. a/k/a Vortens (“Porcelana”), to settle, fully and finally, all of the claims that have been or could have been brought in their putative class-action lawsuit styled Cone v. Porcelana Corona de Mexico, S.A. de C.V., Case. No. 4:17-00001, in the United States District Court for the Eastern District of Texas, relating to certain toilet tanks described below.

1. A dispute has arisen between the Parties concerning certain Vortens™ toilet tanks specifically defined in Section I, ¶ K;

2. Plaintiffs filed a putative class-action lawsuit alleging, among other things, that the Class Toilet Tanks are defective in that the tanks suddenly and spontaneously crack;

3. Porcelana categorically denies Plaintiffs’ allegations, denies that it has committed or engaged in any misconduct, wrongdoing, or other actionable conduct, denies that the Class Toilet Tanks are defective, denies that the tanks spontaneously crack, denies all liability, and asserts numerous defenses to Plaintiffs’ allegations;

4. After engaging in extensive motion practice, including filing motions to dismiss, motions to strike class allegations, summary judgment motions, and significant discovery—which included production and analysis of hundreds of thousands of pages of documents; conducting extensive interviews of named plaintiffs and putative class members; multiple international trips for depositions and site inspections; non-destructive and destructive testing; party and fact depositions; expert designations, reports, and expert depositions—and after conducting three formal mediations with the help and oversight of two highly experienced mediators, Plaintiffs Kevin Reuss and Charles and Michelle Handley agreed to settlement terms resolving all claims, disputes, and differences pertaining to Vortens™ tank models 3412 and 3464 manufactured in 2011 (the “2011 Settlement Class”).

5. After the filing of a Joint Motion for Preliminary Approval of the 2011 Settlement Class,² litigation of claims by the remaining Plaintiffs and on behalf of additional class members continued. The Parties engaged in extensive briefing as to the certification request for the remaining claims urged by Plaintiffs in their Second Motion for Class Certification. Discovery obligations continued, inclusive of ongoing document production, expert discovery and additional depositions. After entry of a partial certification Order on September 4, 2019, the Parties continued

¹ The Parties are completing confirmatory discovery on the issue of the Benito Juarez plant designation. In the event such confirmatory discovery alters the status of Mark and Amber Fessler as Equitable Class Settlement Members, the Parties agree the Fessler Plaintiffs should also be appointed as Class Representatives.

² On April 2, 2019, the 2011 Settlement Class was severed from the original action and assigned Cause No. 4:19-cv-00248 Final Approval for the 2011 Settlement Class was granted by Order on August 30, 2019.

prosecution of this case contemporaneously with ongoing arm's-length negotiations to resolve this matter.

6. The Parties reached an agreement on settlement terms that resolve the claims remaining in this Lawsuit and outlined material terms of the Agreement through a Memorandum of Understanding dated November 21, 2019. The Settlement Agreement addresses the claims of the individually-named Plaintiffs and further provides equitable relief and incidental recovery to the benefit of class members falling within the scope of the certification Order – all Texas owners of a Vortens™ toilet tank models #3464 and #3412 manufactured at the Benito Juarez plant, with a manufacturing date 2007-2010 (hereinafter “Equitable Relief Class”)³;

7. Class Counsel has reviewed and analyzed the documents produced by Porcelana and those obtained via their own investigation; consulted with experts; examined and considered the benefits to be provided to the Equitable Relief Class Members under the Settlement provided for in this Agreement; considered the applicable laws of the State of Texas and federal declaratory and injunctive authority, and the claims that could be asserted under those laws regarding Class Toilet Tanks; considered the risks, costs, and time associated with prosecuting this case through one or more trials and appeals; and believe the Agreement to be in the best interest of the Settlement Class Members, taking into account the risks and costs of continued litigation, and the length of time that would be required to complete the litigation and any appeals;

8. Porcelana has at all times disputed, and continues to dispute, Plaintiffs' allegations in the Lawsuit and denied any liability for any of the claims that have or could have been raised regarding the Class Toilet Tanks by Plaintiffs or Equitable Relief Class Members, but believes that the comprehensive resolution of the issues in the Lawsuit as provided in this Agreement will avoid the substantial costs and disruptions of continued litigation, is in the best interest of the Equitable Relief Class, and is in the best interests of Porcelana, and is the most effective and least costly resolution of the Lawsuit;

9. The Parties understand, acknowledge, and agree that this Agreement constitutes the compromise of disputed claims and that it is their mutual desire and intention that the Lawsuit be settled and dismissed, on the merits and with prejudice, and that the Released Claims be finally and fully settled and dismissed, subject to and according to the below terms and conditions.

NOW, THEREFORE, the Parties agree and covenant as follows:

I. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

- A. “Action” or “Lawsuit” means the following putative class-action lawsuit pending, as of the date of this Agreement, in the United States District Court for the Eastern District of Texas – Sherman Division: Case No. 4:17-cv-0001, styled *Steven and*

³ Separate written settlement agreements will be entered with the remaining Plaintiffs not within the Equitable Relief Class: Mark and Amber Fessler, Matthew Carreras, and Andrew Hocker. All Plaintiffs agree and approve the Equitable Relief Settlement terms and are of the opinion that the Agreement is in the best interest of the Class.

Joanna Cone, Michael and Kimberly Aftosmes, Mark and Amber Fessler, Andrew Hocker, Matthew Carreras, Aaron and Stacey Stone, and Daniel And Sharon Sousa on Behalf of Themselves and Those Similarly Situated,, and Defendant Porcelana Corona de Mexico, S.A. de C.V. f/k/a Sanitarios Lamosa S.A. de C.V. a/k/a Vortens.

- B. “Administration and Notice Expenses” means reasonable fees and expenses incurred for (1) preparing, mailing, and emailing the Summary Notice and FAQ; (2) the costs of Publication Notice; (3) receiving and adjudicating claims submitted by Equitable Relief Class Members for compensation under this Settlement, including the costs of administering a Settlement Website for the review of the Settlement Notice and submission of claims; (4) receiving and processing Objections to the Settlement submitted by Settlement Class Members; (5) preparing status reports to the Parties and the Court; (6) preparing tax returns for any Settlement bank accounts; (7) distributing Settlement payments or other benefits to Settlement Class Members who timely submit Valid Claims; and (8) other costs of notice and administration of the Settlement that may be mutually-agreed upon by Porcelana and Class Counsel.
- C. “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release and the exhibits attached hereto.
- D. “Attorney Fees and Expenses” means the amount of any attorney fees and reimbursement of litigation expenses awarded to Class Counsel pursuant to their Fee Petition to be filed in Case No. 4:17-cv-00001.
- E. “Claimants” mean all Equitable Relief Claims Members who submit claims during the Claims Period.
- F. “Claims Deadline” means December 31, 2020.
- G. “Claim Form” means the form to be submitted to the Settlement Administrator by Equitable Relief Class Members who wish to make a claim.
- J. “Class Counsel” means N. Scott Carpenter and Rebecca Bell-Stanton of Carpenter & Schumacher, P.C.
- K. “Class Toilet Tank” or “Class Tank” means a Vortens™ Tank manufactured at the Porcelana Benito Juarez manufacturing plant between January 1, 2007 and December 31, 2010 and bearing either model number 3412 or 3464.
- L. “Class Representatives” means Aaron and Stacey Stone and Daniel and Sharon Sousa.
- M. “Court” means the United States District Court for the Eastern District of Texas – Sherman Division.
- N. “Defendant” means Porcelana Corona de Mexico, S.A. de C.V. f/k/a Sanitarios Lamosa S.A. de C.V. a/k/a Vortens.

- O. “Effective Date” means the first date that is three business days after all of the following have occurred: (i) the Court has entered an order granting final approval of the Settlement Agreement in accordance with the terms of this Agreement; (ii) the time for any challenge to the Settlement, both in the Court and on appeal, has elapsed; and (iii) the Settlement has become final, either because no timely challenge was made to it or because any timely challenge has been finally adjudicated and rejected. For purposes of this paragraph, an “appeal” shall not include any appeal that concerns solely the issue of Class Counsel’s Attorney Fees and Expenses or the Service Awards to the Class Representatives.
- P. “Equitable Relief Class” means all Texas owners of Vortens™ toilet tank models #3464 and #3412 manufactured at the Benito Juarez plant, with a manufacturing date 2007-2010.
- Q. “Fairness Hearing” means the final hearing, to be held after notice has been provided to the Equitable Relief Class in accordance with this Agreement, (i) to determine whether to grant final approval to (a) re-affirm certification of the Equitable Relief Class, (b) designate Class Representatives, (c) designate Class Counsel as counsel for the Equitable Relief Class, and (d) the Settlement; (2) to consider whether to enter the Final Approval Order, and (3) to rule on Class Counsel’s Fee Petitions.
- R. “FAQ” means the long-form notice to the Settlement Class in the form of Frequently Asked Questions and Answers to be approved by the Court and posted on the Equitable Relief Settlement Website in accordance with this Agreement.
- S. “Fee Petition” means the application to be filed by Class Counsel by which they will seek an award of attorney fees and reimbursement of litigation expenses incurred by them in prosecuting the Lawsuit, and all aspects of the settlement of it, as well as a Service Award to be paid to Class Representatives.
- T. “Final Approval Order” means the proposed Order Granting Final Approval to the Equitable Relief Settlement, to be entered by the Court as contemplated by Section III.B.
- U. “Notice Date” means January 16, 2020, which is the date the Settlement Administrator initiates Summary Notices to Class Members pursuant to the Court Order dated November 25, 2019.
- V. “Notice of Claim Denial” means the form that the Settlement Administrator will send, by first-class United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined, subject to review and approval by Class Counsel, to not be a Valid Claim.
- W. “Parties” means Plaintiffs and Porcelana, collectively.

- X. "Person" means any natural person.
- Y. "Plaintiffs" mean Mark and Amber Fessler, Andrew Hocker, Matthew Carreras, Aaron and Stacey Stone, and Daniel and Sharon Sousa.
- Z. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval to the Settlement, to be entered by the Court.
- AA. "Publication Notice" means the proposed notice to be approved by the Court and published in accordance with the notice plan set forth in Section III.A.5 and Section V of this Agreement and further defined in the Notice Provider Declaration to be filed with the Court.
- BB. "Qualifying Photograph(s)," as required by Section IV.B.3a means a photograph of the interior of the Class Tank with the manufacturing date, model number, and three-digit cast number displayed within the photograph(s) through some reasonable means.
- CC. "Released Claims" means all claims released by Plaintiffs and all Equitable Relief Settlement Class Members pursuant to the release and waiver set forth in Section IX of this Agreement.
- DD. "Releasees" means (i) Defendant, together with its predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (ii) each of Defendant's past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; and (iii) all distributors, retailers, suppliers, and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation, or servicing of the Class Toilet tanks.
- EE. "Service Award" means a reasonable payment, subject to Court approval, made to a Plaintiff as compensation for his/her efforts in pursuing these Actions.
- FF. "Settlement" means the settlement provided for in this Agreement.
- GG. "Settlement Administrator" means Epiq | Hilsoft Notifications.
- HH. "Settlement Class" means all Texas owners who (i) purchased a Class Tank, or (ii) acquired a Class Tank as part of the purchase of a home, residence, or structure. Excluded from the Settlement Class are (i) officers, directors, and employees of Porcelana or its parents, subsidiaries, or affiliates, (ii) insurers of Settlement Class Members, (iii) subrogees or all entities claiming to be subrogated to the rights of a Class Tank purchaser, a Class Tank owner, or a Settlement Class Member, and (iv) issuers or providers of extended warranties or service contracts for Class Toilet tanks.
- II. "Settlement Class Member" means all Persons falling within the definition of the Equitable Relief Settlement Class.

- JJ. “Settlement Website” means a website created by the Settlement Administrator to facilitate notice and claims administration, as detailed in Section III, ¶A.5, Section V, and Section VI, ¶B.1 of this Agreement.
- KK. “Summary Notice” means the proposed notice to be mailed by the Settlement Administrator to each address of record in Porcelana’s databases (after being run through the National Change of Address database), and emailed to Equitable Relief Settlement Class Members for whom valid email addresses are known to Porcelana.
- LL. “Valid Claim” means a Claim Form that (i) is timely submitted by a Settlement Class Member in accordance with the requirements of this Agreement and the Preliminary Approval Order, (ii) is signed with a certification that the information is true and correct to the best of the claimant’s knowledge and recollection, and (iii) contains all of the attestations, certifications, information, and documentation required for that Settlement Class Member to be eligible to receive one or more of the benefits provided in Section IV of this Agreement.
- MM. “Warranty Protection” for purposes of this Agreement means the replacement of a fractured tank at no cost to the consumer, and does not include other property damages.

II. CONDITIONAL CERTIFICATION OF TEXAS-ONLY SETTLEMENT CLASS

For purposes of implementing this Agreement, and for no other purpose, Porcelana stipulates to the conditional certification of the Equitable Relief Settlement Class.

III. REQUIRED EVENTS

- A. As soon as practicable after executing this Agreement, the Parties shall take all necessary steps to file with the Court this Agreement and a joint motion seeking entry of the Preliminary Approval Order, which by its terms shall accomplish all of the following:
 - 1. Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Equitable Relief Settlement Class;
 - 2. Conditionally certify the Equitable Relief Settlement Class for purposes of effectuating the Settlement;
 - 3. Designate Aaron and Stacey Stone and Daniel and Sharon Sousa as the Class Representatives;
 - 4. Designate Class Counsel as counsel for the Equitable Relief Settlement Class;
 - 5. Designate Epiq | Hilsoft Notifications as the Notice Provider and Claims Settlement Administrator and instruct the Settlement Administrator to

perform the following functions in accordance with the terms of this Agreement, the Preliminary Approval Order, and the Final Approval Order:

- a. Disseminate the Summary Notice;
- b. Establish the Settlement Website with the Settlement Agreement, FAQ, and other information that Porcelana and Class Counsel jointly agree to post concerning the nature of the case and the status of the Equitable Relief Settlement, including relevant pleadings such as the operative Complaint, papers in support of preliminary and final approval of the Settlement, and Class Counsel's Fee Petition, plus relevant orders of the Court;
- c. Establish a toll-free telephone number that Class Members can call to request hard copies of the Claim Forms and FAQ be sent to them by mail and obtain additional information regarding the Settlement. This should be accomplished before mailing the Settlement Notice or publishing Publication Notice.
- d. Receive, evaluate, and either approve completed Claim Forms sent by Persons seeking to receive compensation as meeting the requirements of the Agreement or disapprove as failing to meet those requirements;
- e. Subject to the provisions of Section V, ¶D of this Agreement, thirty days before mailing Notices of Claim Denial, provide to Porcelana and Class Counsel (i) a list of the names and addresses of all Settlement Class Members who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined to be Valid Claims; and (ii) a separate list of the names and addresses of all Persons who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined not to be Valid Claims, by category of benefit. Porcelana and Class Counsel shall then have an opportunity to review the Valid Claims and the Notices of Claim Denial and request a meet and confer should they decide to challenge any Valid Claims or Notices of Claim Denial. In the event Lead Counsel challenges a Notice of Claim Denial, that Notice shall not be sent to the Class Member until Class Counsel and counsel for Defendant meet and confer to arrive at a resolution. Legitimate grounds for Porcelana and Class Counsel to challenge a claim shall include, but are not limited to, inadequate documentation and inconsistency with Porcelana's records.
- f. Effect Publication Notice through appropriate media for the Equitable Relief Settlement Class.
- g. Send, by first-class United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has

determined not to be a Valid Claim, and which has not been challenged by Class Counsel, a Notice of Claim Denial. Such a person shall have 30 days to cure the reason for any denial.

- h. Process objections to the Settlement in accordance with this Agreement;
 - i. Within 30 days after the processing or payment of all Valid Claims by the Settlement Administrator, provide to Porcelana and Class Counsel, under penalty of perjury, a statement of the total number of claims submitted, the total number of claims adjudicated as Valid Claims, and the total dollar amount paid to Equitable Relief Settlement Class Members as incidental recovery or reimbursement under the terms of this Agreement.
- 6. Approve the form, contents, and methods of notice to be given to the Equitable Relief Settlement Class and direct the Settlement Administrator to provide and cause to be provided such notices and to file with the Court a declaration detailing the scope, methods, and results of the notice program.
 - 7. Establish procedures and schedule deadlines for Equitable Relief Settlement Class Members to object to the Settlement or certification of the Settlement Class, and to submit Claim Forms to the Settlement Administrator, all consistent with the terms of this Agreement.
 - 8. Schedule the Fairness Hearing; and
 - 9. Schedule deadlines for the filing of (a) papers in support of final approval of the certification of the Settlement Class, the designation of class representatives of the Settlement Class, the appointment of Class Counsel as counsel for the Settlement Class, and the Settlement; (b) Class Counsel's Fee Application; and (c) objections to certification of the Equitable Relief Settlement Class, to the designation of class representatives of the Settlement Class, to the appointment of Class Counsel as counsel for the Settlement Class, or to the Settlement.
- B. At the Fairness Hearing, Porcelana and Class Counsel will jointly request the Court to enter a Final Approval Order that (1) certifies the Settlement Class, designates Plaintiffs Aaron and Stacey Stone and Daniel and Sharon Sousa as Class Representatives, and designates Class Counsel as counsel for the Settlement Class; (2) grants final approval of the Settlement and this Agreement as fair, reasonable, and adequate to the Equitable Relief Settlement Class Members; (3) provides for the release of all Released Claims and enjoins Equitable Relief Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (4) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Lawsuit, and incorporates the releases and covenant not to sue stated in this Agreement, with each of the Parties to bear its,

his, or her own costs and attorney fees, except as provided in Section VIII below; (5) authorizes the payment by Porcelana of Valid Claims approved by the Settlement Administrator as Valid Claims, and otherwise reviewed by Class Counsel and Counsel for Porcelana and determined to be Valid Claims, in accordance with the terms of the Agreement; and (6) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of this Agreement. In addition, Class Counsel will move the Court for entry of a separate order approving the following: (1) Service Awards to Class Representatives, and (2) attorney fees and costs to Class Counsel in an amount as approved by the Court and consistent with the terms of this Agreement.

- C. Porcelana, Plaintiffs, and Class Counsel will cooperate and take all reasonable actions to accomplish the above. If the Court fails to enter either the Preliminary Approval Order or the Final Approval Order, Porcelana, Plaintiffs, and Class Counsel will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court.

IV. SETTLEMENT BENEFITS TO THE CLASS

The Equitable Relief Settlement Class provides benefits upon submission of a claim up through and including December 31, 2020 to the following:

All Texas owners of Vortens toilet tank models #3464 and #3412 manufactured at the Benito Juarez plant, with a manufacturing date 2007-2010.

A. Injunctive Relief.

Equitable Relief Settlement Class Members are entitled to the following injunctive relief:

1. Porcelana shall provide notice on its website that tank models 3464 and 3412 manufactured at the Benito Juarez plant between January 1, 2007 and December 31, 2010 are guaranteed to Texas owners to be free of manufacturing defects or ceramic defects up through and including December 31, 2020.
2. Porcelana will further provide notice on its website directing Texas owners of the subject tanks to the claim website maintained by Epiq for administration of warranty claims for Texas-only Equitable Relief Settlement Class Members.
3. Porcelana will conduct an audit of previously denied warranty claims falling within the defined scope of the class. Porcelana will provide a list of homeowners with available contact information to Epiq as the Notice Provider and Claim Administrator for purposes of direct notice to these prior claimants that their previously denied warranty claim is subject to resubmission and reconsideration.

4. Epiq will maintain a Settlement Equitable Relief Class website that will post an agreed Texas Settlement Class claim form specific to claims asserted pursuant to this Settlement Agreement from the date of Preliminary Approval of the Settlement through and including December 31, 2020.
5. Porcelana is enjoined from creating, implementing or requiring any additional elements of proof in the claim process different than articulated in this Settlement Agreement.

B. Declaratory Relief.

Equitable Relief Settlement Class Members are entitled to the following declaratory relief:

1. Porcelana guarantees to Texas owners that tank models 3464 and 3412 manufactured at the Benito Juarez Plant between January 1, 2007 and December 31, 2010 are free of manufacturing defects or ceramic defects.
2. Porcelana extends warranty protections to the Equitable Relief Class Members up through and including December 31, 2020.
3. Equitable Relief Settlement Class members may submit a warranty claim (or resubmit a previously denied warranty claim) for a **past** fracture of a tank under the following terms and entitlements:
 - a. Proof of ownership of a class tank;⁴
 - b. Submission of receipts or other documentary proof of replacement costs to be entitled to reimbursement;⁵
 - c. Class members are entitled to recover product replacement costs (product and installation only) and reimbursement is capped at \$300 per tank/toilet.
4. Class members experiencing a fracture event of an eligible tank between the date of Settlement Notice and December 31, 2020 are entitled to replacement at no cost to the Class Member, as follows:
 - a. Upon proof of fracture, Porcelana shall provide replacement tank product compatible with the particular toilet basin to be picked up by the claimant from a location no farther than 30 miles from the owner's residence at no cost to the class member.

⁴ Documentary proof of ownership may include home purchase documents, installer records, builder records, deed information and qualifying photographs demonstrating proof of tank ownership.

⁵ Documentary proof of expenses includes records such as receipts, invoices, insurance claim records, and/or sufficient banking/credit purchase or expenditure documentation.

In the event a compatible replacement tank product is available but outside of the designated geographic area, the Class Member is entitled to warranty relief in the form of a single payment of \$35.00 for replacement of the fractured tank.

- b. Upon proof of fracture and in the event the entire toilet must be replaced due to incompatibility of current Porcelana tank product and the original basin, an eligible class member is entitled to reimbursement of incurred replacement expenses not to exceed \$300. Class members must submit receipts or other documentary proof of replacement costs to be entitled to reimbursement, as well as an explanation of why there was no compatible tank available.

C. Additional Benefit Considerations.

1. As set forth more fully below, to qualify for any compensation described in this Section IV, an Equitable Relief Class Member must timely submit to the Settlement Administrator a properly completed Claim Form.
2. Warranty claims falling within the scope of this Texas-only Settlement Class received through Defendant's website or by direct contact with the Defendant will be forwarded to Epiq within 3 (three) business days of receipt.
3. Porcelana will search and analyze its Customer Information and all Claims Databases to attempt to identify Settlement Class Members. To the extent practicable, the Settlement Administrator will prepopulate Equitable Relief Class Member claim forms with the information from the Customer Information Databases necessary for the Settlement Class Member to make a claim for benefits. Settlement Class Members who are not identified by this process may obtain a unique claim identification number by submitting their Class Tank's valid model and manufacturing information combination, together with their name and certain contact information, on the Settlement Website.
4. Defendant will not alter the Equitable Relief Class claim procedure in any manner that increases the burden of submission or proof beyond the terms of this Settlement Agreement.

V. CLASS SETTLEMENT ADMINISTRATION AND NOTICE EXPENSES

- A. All notice, publication and claims administration activities shall be carried out exclusively by the Settlement Administrator, including the evaluation of documentary proof submitted by Equitable Relief Class Members.
- B. Porcelana agrees to pay for reasonable Administration and Notice Expenses. Porcelana shall be required to pay the reasonable costs, if any, billed by the

Settlement Administrator with respect to work performed by the Settlement Administrator to provide information to the Court regarding the notice and settlement administration process related to challenges or objections to the Agreement or the Settlement.

- C. Before denying any claim on the basis of insufficient documentary proof, the Settlement Administrator shall send a written notice of deficiency to the Settlement Class Member identifying the insufficient proof that may cause the claim to be denied and giving the Settlement Class Member no less than 30 days to cure the deficiency.
- D. If any Equitable Relief Settlement Class Member disputes the Settlement Administrator's denial of a claim for any reason, the Settlement Administrator shall send the claim to Porcelana for Porcelana to determine the claim's validity. Porcelana's determination shall be final and binding unless Class Counsel, within 30 days of notification of Porcelana's determination, contests Porcelana's determination by first attempting to resolve the claim in dispute directly with Porcelana's counsel, and if those efforts are unsuccessful, by presenting the matter for determination by the Court.
- E. The Parties agree that Epiq will serve as the Settlement Administrator, subject to the Court's approval.
- F. All decisions regarding notice and settlement administration shall be made jointly between Porcelana and Class Counsel. Class Counsel and counsel for Porcelana shall have the ability to communicate with the Settlement Administrator without the need to include each other in each of those communications. Disputes, if any, shall be resolved by the Court. This includes any disputes over whether a particular class member is entitled to recover a particular claim for relief.
- G. The Settlement Administrator will mail the Summary Notice to each Settlement Class Member for whom an address can be found in the Customer Information Databases and also provide email notice to all Settlement Class Members for whom valid email addresses can be found in the Customer Information Databases. The Settlement Administrator will perform a national change of address search and forward notice packages that are returned by the U.S. Postal Service with a forwarding address. The Settlement Administrator also will provide Publication Notice to the Settlement Class Members using appropriate media outlets, and all media notices shall be approved by Porcelana and Class Counsel before the notices are published. The Settlement Administrator will mail a copy of the Claim Form to Settlement Class Members who request a hardcopy form.
- H. The Settlement Administrator will create a Settlement Website that will include all necessary and pertinent information for Settlement Class Members, including the Claim Form, the FAQ, and information relating to relevant deadlines. The Settlement Website will also permit Settlement Class Members to submit claims online, including uploading any necessary documentation. The Settlement Website will also include information that Porcelana and Class Counsel jointly agree to post

concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative Complaint, papers in support of preliminary and final approval of the Settlement, Class Counsel's Fee Petition, plus relevant orders of the Court.

- I. The Settlement Administrator will provide to Class Counsel and Porcelana periodic status reports regarding claims.
- J. The Parties agree that the Summary Notice, FAQ, Publication Notice, Claim Form, and Settlement Website provide information sufficient to inform Equitable Relief Settlement Class Members of the essential terms of this Agreement, appropriate means for obtaining additional information regarding the Agreement and the Lawsuits, appropriate information about the procedure for challenging or excluding themselves from the Settlement, if they should wish to do so, and appropriate means for and information about submitting a claim for compensation pursuant to the Settlement. The Parties also agree that the dissemination of notice of the Settlement in the manner specified in this Agreement and on the Settlement Website satisfies the notice requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.
- K. The Parties will jointly request the Court to approve, in the Preliminary Approval Order, the method of notice described in this Agreement.
- L. The Parties will file a Joint Motion for Preliminary Approval of the Settlement Class with the Court and Porcelana will cooperate with Epiq to ensure compliance with the notice provisions of the Class Action Fairness Act, 28 U.S.C. section 1715.

VI. PROCEDURES FOR SETTLEMENT APPROVAL

- A. The Parties shall use their best efforts to effectuate this Agreement, including cooperating in drafting the preliminary approval documents and securing the prompt, complete, and final dismissal, with prejudice, of the Lawsuit.
- B. Preliminary Approval.

The Parties will jointly move the Court for preliminary approval of the Settlement; for authorization to publish the Publication Notice and to disseminate the Summary Notice contemplated by this Agreement to all members of the Equitable Relief Settlement Class.

- 1. The deadlines established in the proposed Preliminary Approval Order are anticipated as follows:
 - a. Directing the Settlement Administrator to post the Class Notice and this Agreement on a website with a domain name instructive as to the nature of the Class and Defendant, such as "vortenswarrantytx" or similarly descriptive domain so long as the term "Vortens" is included.

- b. Requiring that any member of the Equitable Relief Settlement Class who desires to object to the Settlement Class submit to the Settlement Administrator an appropriate, timely objection in the form set forth in the Class Notice to the address stated in the Class Notice on or before a date set by the Court;
 - c. Requiring the Settlement Administrator file a list of all persons objecting to the Equitable Relief Settlement within 5 Days after the expiration of the Deadline for Exclusion and/or Objections;
 2. For the purpose of computing deadlines, the Parties incorporate Federal Rule of Civil Procedure 6(a)(1).
- C. Final Approval.
 1. The Fairness Hearing is set for **March 2, 2020** at 9:00 a.m. before United States District Judge Amos Mazzant at the Paul Brown United States Courthouse, 101 E. Pecan Street, Sherman, Texas 75090.
 2. At the Fairness Hearing, the Parties will jointly request the Court to enter a Final Approval Order, which (i) grants final approval of the certification of the Equitable Relief Settlement Class, designation of the Class Representatives, and designation of Class Counsel, all as conditionally approved in the Preliminary Approval Order; (ii) grants final approval to the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class; (iii) provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (iv) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Lawsuits, and incorporates the releases and covenant not to sue stated in this Agreement; (v) authorizes the payment by Porcelana of claims approved by the Settlement Administrator as Valid Claims in accordance with the terms of the Agreement; and (vi) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of the Agreement.
 3. In addition, Class Counsel will move the Court for entry of a separate order approving: (1) Service Awards to Class Representatives; and (2) attorney fees and costs to Class Counsel.

VII. OBJECTIONS BY CLASS MEMBERS

- A. The Notices shall state that any Class Member who wishes to appear to oppose the reasonableness and fairness of the Settlement at the Fairness Hearing must file with the Court an objection in writing, stating the basis of the objection. Objections must also be served on Class Counsel and counsel for Porcelana by the stated deadline. Any objections must include (i) the Class Member's full name and

current address and telephone number; (ii) the model number and serial number of the Class Tank the Class Member owns or owned, with documentary proof of ownership, as described in section IV a description of all of the Class Member's objections, the specific reasons therefore, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (iii) the Class Member's signature.

- B. Class Members submitting objections who wish to appear either personally or through counsel at the Fairness Hearing and present their objections to the Court orally must include a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Notice. Only Class Members who specify in their objections that they intend to appear personally or through counsel at the Fairness Hearing will have the right to present their objections orally at the Fairness Hearing. Settlement Class Members who do not submit timely written objections will not be permitted to present their objections at the Fairness Hearing.
- C. Any Class Member who does not so object by the timely filing and delivery of an objection (pursuant to the procedures set forth in the Notice) to the Court and to counsel for the Parties, shall be deemed to have waived, and shall forever be foreclosed from raising, any objection to the Settlement.

VIII. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEY FEES AND COSTS AND SERVICE AWARDS TO PLAINTIFF

- A. Attorney Fees and Costs and Service Awards do not reduce the amount of money available to reimburse Settlement Class Members pursuant to this Agreement.
- B. The amount of attorney fees and costs to be paid to Class Counsel shall be determined by the Court. After the Court preliminarily approves the Settlement, Class Counsel may submit a Fee Application to the Court.
- C. Within five days of 1) the Effective Date or 2) the final resolution of all appeals and/or objections to Class Counsel's Fee Application, whichever is later, Defendant shall pay any Court-approved amount of attorney fees and costs in the form of one or more checks or wire transfers delivered into trust accounts to be identified by Class Counsel. Class Counsel shall provide to Defendant's counsel in a timely manner all wiring and account information necessary to enable Porcelana to make such deposits within the time required.
- D. Plaintiffs agree not to request an amount greater than \$7,500 to be awarded to the Class Representatives to compensate them for their efforts in pursuing litigation on behalf of the Equitable Relief Settlement Class.
- E. Any issues relating to attorney fees and costs or to any Service Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Agreement and the Settlement. The Court's or an appellate court's failure to approve, in whole or in part, any award of attorney fees and costs to Class Counsel, or any Service Award, shall not affect the validity

or finality of the Settlement, nor shall such non-approval be grounds for rescission of the Agreement, as such matters are not the subject of any agreement among the Parties other than as set forth above.

IX. RELEASES

- A. Class Members' Limited Release of Injunctive Claims Only. Upon the Final Settlement Date, the members of the Equitable Relief Settlement Class and their present, former, and future heirs, executors, administrators, representatives, agents, attorneys, partners, predecessors-in-interest, successors, assigns, and legatees, fully, finally and forever release, relinquish, and discharge the Released Parties from all claims for warranty, equitable, injunctive or declaratory relief based on the facts that were or could have been alleged in the Plaintiffs' Second Amended Complaint, including but not limited to injunctive claims arising out of or relating to any of the facts, transactions, events, occurrences, acts, disclosures, statements, misrepresentations, omissions, failures to act, or other conduct that was or could have been alleged, including, but not limited to, claims regarding Defendant's conduct, practices, disclosures, terms, and policies relating to the availability of the benefits described herein.
- B. Individual Plaintiff Releases. The Named Plaintiffs have asserted individual claims for damages not addressed by the Texas Settlement Class-Equitable Relief arising from damage to other property, and the material terms of these agreements are included in the Memorandum of Understanding dated November 21, 2019.⁶ The Plaintiffs will execute separate and individual Settlement Documents regarding these individual claims. The Class Representatives have agreed to resolve their individual claims in exchange for the following sums:
1. *Aaron and Stacy Stone.* Defendant agrees to pay the Stone Plaintiffs \$6,890.12 in exchange for a full release of all personal and individual claims.
 2. *Daniel Sousa.* Defendant agrees to pay Plaintiff Sousa \$6,697.00 in exchange for a full release of all personal and individual claims.

Upon the Final Settlement Date, the Plaintiffs and their present, former, and future heirs, executors, administrators, representatives, agents, attorneys, partners, predecessors-in-interest, successors, assigns, and legatees, fully, finally and forever release, relinquish, and discharge the Released Parties from all claims based on the facts that were or could have been alleged in the Plaintiffs' Second Amended Complaint, including but not limited to property damage and equitable claims arising out of or relating to any of the facts, transactions, events, occurrences, acts,

⁶ It is expressly understood that Settlement as to any Class Representative on their asserted individual claim(s) is wholly contingent upon approval of the Texas-only Warranty Settlement Class:

disclosures, statements, misrepresentations, omissions, failures to act, or other conduct that was or could have been alleged, including, but not limited to, claims regarding Defendant's conduct, practices, disclosures, terms, and policies relating to the availability of the benefits described herein.

- C. By executing this Agreement, the Parties acknowledge that, upon entry of the Final Approval Order by the Court, the Lawsuit shall be dismissed with prejudice, an order of dismissal with prejudice shall be entered, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Releasees. The Final Approval Order shall provide for and effect the full and final release, by Plaintiffs and all Equitable Relief Settlement Class Members, of all Released Claims.
- D. Plaintiffs and the Equitable Relief Settlement Class Members expressly consent that this release shall be given full force and effect according to each of its terms and provisions, including those relating to unknown and unspecified claims, injuries, demands, rights, lawsuits, or causes of action as referenced above. Plaintiffs and the Settlement Class Members acknowledge and agree that this waiver is an essential and material term of this release and the compromise settlement that led to it, and that without this waiver the compromise settlement would not have been accomplished. Plaintiffs have been advised by their attorneys with respect to this waiver and, being of competent mind, understand and acknowledge its significance.
- E. Each Party hereto expressly accepts and assumes the risk that if facts with respect to matters covered by this Agreement are found hereafter to be other than or different from the facts now believed or assumed to be true, this Agreement shall nevertheless remain effective. It is understood and agreed that this Agreement shall constitute a general release and shall be effective as a full and final accord and satisfaction and is a bar to all actions, causes of action, costs, expenses, attorney fees, damages, claims, and liabilities whatsoever, whether or not now known, suspected, claimed or concealed, pertaining to the Released Claims of this Agreement.
- F. Notwithstanding the above, the Court shall retain jurisdiction over the Parties and the Agreement with respect to the future performance of the terms of the Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made.

X. COVENANT NOT TO SUE

Plaintiffs (i) covenant and agree that neither they, nor anyone authorized to act on their behalf, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Agreement, against the Releasees, or any of them, in either their personal or corporate capacity, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to any alleged loss, harm, or damages allegedly caused by the Releasees, or any of them, in connection with the Released Claims; (ii) waive and disclaim any right to any form of recovery, compensation, or other remedy in any such

action or proceeding brought by or on behalf of them or any putative class of Class Tank owners related to this suit; and (iii) agrees that this Agreement shall be a complete bar to any such action by Plaintiffs.

XI. REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants to, and agrees with, each of the other Parties as follows:

- A. Each Party has had the opportunity to receive, and has received, independent legal advice from his, her, or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income-tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.
- B. Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Releasees that Plaintiffs have or may have arising out of the Lawsuits or pertaining to the Class Toilet Tanks or otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiffs may be entitled, have been assigned, transferred, or conveyed by or for Plaintiffs in any manner; and no Person or entity other than Plaintiffs has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiffs themselves.
- C. None of the Parties relies or has relied on any statement, representation, omission, inducement, or promise of the other Party (or any officer, agent, employee, representative, or attorney for the other Party) in executing this Agreement, or in making the Settlement provided for herein, except as expressly stated in this Agreement.
- D. Each of the Parties has investigated the facts pertaining to the Settlement and this Agreement, and all matters pertaining thereto, to the full extent deemed necessary by that Party and his, her, or its attorneys.
- E. Each of the Parties has carefully read, knows, and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having had the opportunity to consult with, and having in fact consulted with, his, her, or its attorneys.
- F. Each term of this Agreement is contractual and not merely a recital.

XII. NO ADMISSION OF LIABILITY

This Agreement is for settlement purposes only. It has been entered into for the purpose of compromising and settling a disputed matter and is not an admission of any deficiency or defect of any kind regarding the Class Toilet Tanks. Neither the execution of this Agreement, nor any of its provisions, nor any action taken pursuant to its terms shall, in this action or in any other action or proceeding, be construed or considered as evidence of an admission by Defendant of the validity

of any Claim that has or could have been made by the Plaintiffs, the Equitable Relief Settlement Class, or any Settlement Class Member, and Defendant denies there are any deficiencies or defects with or in the Class Toilet Tanks or in their design, manufacture, sale, distribution, marketing, warranty, or performance. It is understood and agreed that the Settlement sums and the benefits provided in this Agreement, and this Settlement and Release, are for the compromise of disputed claims and are not to be construed as or deemed to be an admission of any liability, fault, or responsibility on the part of any of the Releasees, by whom liability and fault are, and always have been, expressly and completely denied.

XIII. ADDITIONAL TERMS

- A. Extensions of Time: Unless otherwise ordered by the Court, the Parties may agree to reasonable extensions of time to carry out any of the terms of this Agreement and Settlement.
- B. Cooperation: The Parties agree that they will abide by this Agreement and do all such acts, and prepare, execute, and deliver all such documents, as may reasonably be required to carry out the stated objectives of this Agreement.
- C. Interpretation and Construction: Each Party has participated in the negotiation and drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider with his, her, or its own counsel the effect of the language of this Agreement, and has agreed to its terms. Accordingly, the legal maxim that “ambiguity shall be interpreted against the drafter” has no relevance to the interpretation or construction of this Agreement.
- D. Severance/Severability: With the exception of the provision for attorney fees and costs to Class Counsel and Service Awards to Plaintiffs, none of the terms of this Agreement is severable from the others. If the Court or an appellate court should rule that any term is void, illegal, or unenforceable for any reason, however, Defendant, in its sole discretion, and Plaintiffs, in their sole discretion (but acting in accord with their duties and obligations as Class Representatives), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the Court.
- E. Return or Destruction of Confidential Documents: Within thirty (30) days of the Effective Date, the Parties agree to return to the producing Party or destroy (with written confirmation of such destruction) all documents marked confidential pursuant to the Protective Order entered in the Lawsuits.
- F. Governing Law: With the exception of the Court’s determination of a reasonable award of attorney fees and costs to Class Counsel, which the Parties agree shall be governed by federal law, this Agreement has been, and shall for all purposes be deemed to have been, negotiated, executed, and delivered within the State of Texas, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas.

- G. Entire Agreement of the Parties: This Agreement constitutes and comprises the entire agreement between the Parties with respect to the subject matter hereof. It supersedes all prior and contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing, signed by the Parties.
- H. Binding on Agents, Successors, and Assigns: This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, subsidiaries, assigns, heirs, executors, administrators, insurers, and predecessors and successors in interest.
- I. Draft by All Parties: Each Party has participated in, and in any construction to be made of this Agreement shall be deemed to have equally participated in, the negotiating, drafting, and execution of this Agreement.
- J. Court Approval: The parties agree to seek approval of this proposed Settlement in the United States District Court for the Eastern District of Texas – Sherman Division.
- K. Service in the Normal Course of Business: Defendant will continue to provide service in the normal course of business to its customers, including Settlement Class Members, through the Effective Date.

Dated: December 10, 2019

READ AND APPROVED:

By: 

N. Scott Carpenter
Counsel for Plaintiffs

By: 

Melissa Dorman Matthews
Counsel for Defendant